

REVISION

Consent

Transportation - County

Engineer

Item 7.5.2. SUBJECT: Request Approval of a Perpetual Utility Easement Associated with the Animal Services Complex for Parcel 21630-003-00 and 21630-003-01 (Budget Impact - None)

The agreement was updated for clarification purposes as to how the easement and surrounding area can be utilized.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Bates Mike (Dept) Facilities Management - 1055
Last First
(Title) Assistant Director of Facilities Management (Phone) 352-671-8740
Signature _____ Date 7/10/2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: Draft Document Approve as to Form RESUBMIT LRM No. 2025-501
 Legal Opinion Other

Description of Request

Review and approve updated resubmit for SECO electric for the new Animal Center Project.

For more information or discussion, contact: Same as above

(Name) _____ (Title) _____ (Phone) _____
Last _____ First _____

Agenda Item? Yes No Agenda Date: 7/15/2025

Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-501 Resubmit (b)

Assigned to: Matthew Guy Minter, Dana E. Olesky, Linda Blackburn Thomas Schwartz Valdoston Shealey
County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

Date Received:

Approved as to form and legal sufficiency
 Approved with revisions: Suggested Completed

RECEIVED

By Marion County Attorney- AT at 9:37 am, Jul 10, 2025

Other:

Attorney Signature:

Date

Staff Signature:

Thomas Schwartz
Completed

Date: 7/10/25

Returned: Department Admin

PERPETUAL UTILITY EASEMENT

WO#: 217054 Doc Stamps: 0.70

Prepared By: Travis Bruner

SUMTER ELECTRIC COOPERATIVE, INC.
d/b/a SECO Energy
P.O. Box 301
Sumterville, Florida 33585-0301

Section 17 Township 15 Range 21

Parcel ID/Alternate Key Number: 21630-003-00, 21630-003-01/2657545, 4091637

(Whenever used herein, the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations.)

Space above this line reserved for Recording Office Use.

THE GRANTOR(S) Marion County, a political subdivision of the State of Florida, by its Board of County Commissioners, whose mailing address is 601 SE 25th Avenue, Ocala, FL 34471

In consideration of the sum of \$10.00 or other good and valuable consideration, the sufficiency of which is acknowledged and received from the Grantee, SUMTER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation, d/b/a SECO Energy, PO Box 301, Sumterville, FL 33585 a corporation existing under the laws of the State of Florida, its successors and assigns ("Grantee"), does hereby on day of , 2025, grant and convey to the Grantee an easement, (i) to place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate, and replace an overhead and/or underground electric transmission and/or overhead and/or underground distribution line and/or communications system and all associated appurtenances in connection with such overhead and/or underground facilities, and (ii) for ingress and egress to facilitate access for the purposes in clause (i) over and on or under the real property in MARION County, Florida, as described as:

See Exhibit "A", attached hereto and made a part hereof (the "Easement Area").

Grantee shall at all times have the following rights within the Easement Area: (i) the right to erect, install, improve, repair, rebuild, and/or remove said facilities, including the right to increase or decrease the number of wires, voltage, and/or supporting structures; (ii) the right to patrol and inspect its facilities, whether on foot, in vehicle(s), or by aerial device; and (iii) the right to keep the Easement Area clear of all structures, improvements, trees, plants, shrubs, crops, vegetation, and/or any other obstruction that, in Grantee's sole discretion, might reasonably endanger its facilities or appurtenances thereto, including, without limitation, the right to trim, cut, clear, and apply herbicides to any trees, branches, undergrowth and vegetation within the Easement Area. Grantor further agrees that Grantee shall have no obligation to repair or replace any landscaping or other vegetation located within the Easement Area that is disturbed, removed, or otherwise destroyed or impacted by Grantee's use of the Easement Area. Grantee shall further have the right to enter Grantor's Property to trim, cut, and clear, any trees, branches, undergrowth, and/or vegetation located outside of the Easement Area that in Grantee's sole discretion may endanger its facilities. The Grantee shall at all times retain ownership of its facilities installed within the Easement Area. For clarity, the presence of at-grade improvements such as vegetation, driveways or recreational trails within the Easement Area shall not be deemed an obstruction, provided they do not interfere with Grantee's facilities or access, as determined in Grantee's sole discretion.

Grantor hereby agrees that no building, shed, or other vertical structure or obstruction shall be constructed, or located on or within the Easement Area. Positive changes in ground elevation are permitted, provided they do not interfere with Grantee's access to or operation of its facilities. Temporary lowering of grade may be permitted solely for construction or grading activities, provided Grantor contacts the appropriate utility locate service prior to excavation to prevent damage to Grantee's facilities. Notwithstanding the foregoing, at-grade improvements such as driveways or paved or unpaved recreational trails may be permitted within the Easement Area, provided they do not interfere with Grantee's facilities or access, as determined in Grantee's sole discretion. Grantee shall not be responsible for repairing or restoring any such surface improvements that are disturbed, damaged, or removed during the exercise of its easement rights.

Grantor shall be responsible for any damage to Grantee's facilities caused by or resulting from Grantor's installation of vertical structures, permanent lowering of grade, or any other activity requiring Grantee's prior written approval that is undertaken without such approval. If a fence is now or in the future located within the Easement Area, Grantor agrees that Grantee may cut its own lock and/or gate into said fence and Grantor will hold Grantee harmless from any damage or other losses resulting from Grantee's use of the Easement Area.

Failure to utilize this easement within any particular time period shall not constitute an abandonment nor shall any particular configuration of facilities located within the easement constitute an estoppel to Grantee's future reconfiguration of facilities so long as the terms and limitations of this grant of easement are satisfied.

Grantor reserves the right to use said Easement Area for any other purpose which will not interfere with Grantee's rights established herein. In granting the above, it is understood that Grantee will make reasonable efforts to locate power line assemblies in a location which will cause the least interference in the use of the property, if in doing so it will not materially increase the cost of construction or maintenance.

Grantor hereby covenants that it is the owner of the fee simple title to the Property and the Easement Area and Grantor will defend the title thereto against all persons claiming through, by or under the Grantor. All covenants, terms, provisions,

PERPETUAL UTILITY EASEMENT

limitations, conditions, or otherwise granted herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, or assigns. This easement is intended to run with the land and be binding upon any subsequent owner of the Easement Area and/or the Property.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

Grantor(s):

COUNTY

MARION COUNTY, FLORIDA, a political Subdivision of the State of Florida, by its Board of County Commissioners

BY:

Kathy Bryant, Chairman

**Gregory C. Harrell, Clerk of Court and
Comptroller**

601 SE 25th Avenue, Ocala, FL 34471
Post Office Address

For: Thomas Harrell
Mathew Guy Minter, County Attorney
601 SE 25th Avenue, Ocala, FL 34471
Post Office Address