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**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PERPETUAL UTILITY EASEMENT

THIS PERPETUAL UTILITY EASEMENT is made this _____ day of _____, 2019, by City of Pensacola, a municipality chartered in the State of Florida, whose address is 222 West Main Street, Pensacola, Florida 32502 (Grantor), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH:

WHEREAS Grantor owns real property located near the intersection of 17th Avenue and Highway 98 (“Grantor’s Property”); and

WHEREAS Grantee currently maintains utility lines within the right-of-way in this area; and

WHEREAS the Florida Department of Transportation (“FDOT”) is currently constructing additional roadway improvements at this intersection; and

WHEREAS FDOT’s planned improvements require the relocation of Grantee’s utility lines; and

WHEREAS Grantee proposes to construct and maintain utility lines over, across, and upon Grantor’s Property; and

WHEREAS Grantor desires to provide Grantee with a perpetual utility easement requested by Grantee to construct and maintain its utility lines;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a perpetual utility easement over the real property described below for the purposes of constructing and maintaining water and wastewater facilities and related utility lines, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the water and wastewater facilities and related utility lines:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or

any structures installed thereon by Grantee. Grantor further agrees that Grantee's right to remove trees, undergrowth, and other obstructions extends five (5) feet on all of Grantor's property contiguous to the easement area;

Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct, or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the water and wastewater facilities or related utility lines. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

In the event of any discrepancy between the actual location of the improvements and the legal description of the easement area, the actual location of improvements shall control to the extent of such discrepancy and the legal description shall be deemed to have been modified and the Grantor for itself, its successors and assigns, agrees to execute such corrective instruments as may be reasonably required by Grantee.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PENSACOLA

Print Name:

By: _____

Grover Robinson
Mayor

Print Name:

EXHIBIT A

Commence at the northeast corner of Oak Point, as recorded in Plat Book 17, page 84 of the public records of Escambia County, Florida, said point being on the west right of way line of 17th Avenue (R/W varies) and the south right of way line of Louisville and Nashville Railroad (100' R/W); thence North 83 degrees 55'01" East along said south right of way line for a distance of 162.26 feet to the east right of way line of said 17th Avenue, as shown on Florida Department of Transportation Map, Section #48006-2501, said point being on a circular curve concave to the northwest, having a radius of 1205.34 feet, and a delta angle of 12 degrees 56'42"; thence Southwesterly (this course and the next four courses along said east right of way line) for an arc distance of 272.32 feet (chord bearing of South 01 degrees 45'18" West, chord distance of 271.74 feet); thence South 81 degrees 01'33" East for a distance of 10.09 feet; thence South 02 degrees 43'05" West for a distance of 114.14 feet; then South 17 degrees 03'35" West for a distance of 205.58 feet for the point of beginning.

Thence continue South 17 degrees 03'35" West for a distance of 150.00 feet to the easterly right of way line of State Road #30 (Bayfront Parkway, R/W varies) as shown on Florida Department of Transportation Map, Section #48100-2501; thence South 03 degrees 29'00" East (this course and the next three courses along said easterly right of way line) for a distance of 131.16 feet; thence South 33 degrees 00'02" East for a distance of 343.08 feet; thence South 33 degrees 21'58" East for a distance of 171.80; thence North 76 degrees 45'12" East for a distance of 31.95 feet; thence North 33 degrees 21'58" West for a distance of 182.69 feet; thence North 33 degrees 00'02" West for a distance of 335.08 feet; thence North 03 degrees 29'00" West for a distance of 117.82 feet; thence North 17 degrees 03'35" East for a distance of 144.57 feet; thence North 72 degrees 56'25" West for a distance of 30.00 feet to the point of the beginning.

All lying and being in Section 8, Township 2 South, Range 29 West, Waterfront Tract, City of Pensacola, Escambia County, Florida. Containing 0.54 acres, more or less.