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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PERPETUAL UTILITY EASEMENT**

THIS PERPEUAL UTILITY EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the City of Pensacola, a municipality chartered in the State of Florida, whose address is 222 West Main Street, Pensacola, Florida 32502 (Grantor), and the City of Gulf Breeze, Florida, a municipality chartered in the State of Florida, whose address is 1070 Shoreline Drive, Gulf Breeze, Florida 32561 (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 C. Robinson, IV  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
Print Name:

Attest:  
\_\_\_\_\_  
City Clerk