EMERALD COAST UTILITIES AUTHORITY
UTILITY EASEMENT

Date: _____

Type: Individual _____ General Partnership __X__

Corporation _____ Limited Partnership _____

Name of Owner(s) _____

Address of Owner(s) _____

_____

Address of Property _____

_____

PREPARED BY: _____

_____

Emerald Coast Utilities Authority
P.O. Box 15311
Pensacola, Florida 32514-5311

PROPERTY APPRAISER'S I.D. NO.: _____

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, _____, a general partnership ("Grantor"), whose mailing address is _____ _____, is the owner in fee simple of and has the right to convey an easement over, sell and convey certain real property hereinafter described; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of $1.00 and other good and valuable consideration, in hand paid by the **Emerlad Coast Utilities Authority**, a governmental body corporate and politic of the State of Florida ("Grantee"), whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual right and easement to enter upon, occupy and use the following described real property for the purpose of utility lines and all facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom. If no legal description is entered below, then the legal description shall be that description contained in the attached Exhibit "A" consisting of ___ (__) page(s), which is incorporated herein and made a part hereof by reference.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and related facilities which have been accepted or which it is anticipated will be accepted by the Grantee. In the event of any discrepancy between the actual location of such line or lines and facilities and the above-mentioned legal description, the actual location shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified so that the centerline of the property subject to this easement shall coincide with the centerline of said utility line or lines, and the Grantor for itself, its successors and assigns, agrees to execute such corrective instruments as the Grantee may request.

In executing the above easement, the Grantor and the Grantee hereby covenant and agree that the above described property shall not be used for any purpose inconsistent with the location, construction, operation and maintenance of utility lines and facilities.

The Grantor for itself, its successors and assigns, hereby covenants and agrees that no building or other permanent structure shall be erected over or upon the easement area. Easily removable improvements such as paving, may be constructed with the prior consent of the Grantee, and the Grantor for itself, its successors and assigns, hereby covenants and agrees to pay the cost of any repair or replacement of such improvements which may be required as a result of Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted.

To HAVE AND TO HOLD the same rights and easements unto the Grantee, its successors and assigns, forever.

7.5h

IN WITNESS WHEREOF, the said general partnership has executed these presents, causing its name to be signed by its General Partner this _____ day of _____, 20___.

_____
A _____ General Partnership

Signed, sealed and delivered
in the presence of:

_____
(signature)

By: _____
(signature of General Partner)

_____
(name - printed or typed)

_____
(name - printed or typed)

_____
(signature)

_____
(Title)

_____
(name - printed or typed)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ (name of General Partner signing this easement), General Partner of _____ (name of partnership), a _____ (state) general partnership, on behalf of that partnership. He/She is personally known to me or has produced _____ as identification and did not take an oath.

_____
Notary Public
My commission expires:_____

[NOTARY SEAL]

_____

_____
(name - printed or typed)

7.5i