

This instrument prepared by / Return to:  
City of Crystal River  
123 NW Highway 19  
Crystal River, FL 34428

**DO NOT EXECUTE AT THIS TIME. UPON COMPLETION OF THE INSTALLATION, THE IMPROVEMENTS WILL BE LOCATED BY A PROFESSIONAL SURVEYOR AND MAPPER WHO WILL CREATE A SKETCH AND LEGAL DESCRIPTION FOR A 10' WIDE EASEMENT CENTERED ON THE ACTUAL IMPROVEMENT AREA WHICH WILL SERVE AS EXHIBIT "A" FOR THIS DOCUMENT. THIS DOCUMENT WILL AMEND THE EASEMENT GRANTED PRIOR TO CONSTRUCTION.**

Parcel I.D. # \_\_\_\_\_

Job Site Address: \_\_\_\_\_

### AMENDED PERPETUAL SEWER UTILITY EASEMENT

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ ("Grantor") his/her/their heirs, successors and assigns, and the City of Crystal River, a Florida Municipal Corporation, its successors, lessees and assigns ("Grantee").

#### WHEREAS:

- A. Grantor previously conveyed that certain "Grant of Temporary Construction Easement and Perpetual Sewer Utility Easement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Citrus County, Florida ("Prior Easement").
- B. The Prior Easement granted a temporary construction easement for excavation, grading, and other construction activities necessary for Grantee's installation of sanitary sewer facilities ("TCE"), temporary in nature and to be terminated as set forth therein.
- C. Further, the Prior Easement provided for a grant of a perpetual easement for the operation, inspection and maintenance of sanitary sewer facilities over, across and under a portion of Grantor's Property. Further, the Prior Easement provided for this amendment to the perpetual sewer utility easement to include a specific sketch and/or legal description, as set forth herein.

WITNESSETH, that Grantor, in exchange for and in consideration of the mutual benefits, covenants and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, reacknowledges, grants and conveys to Grantee, a perpetual, non-exclusive easement over, across, under and upon the real property described in the attached **Exhibit A** ("Easement Area") for the operation, inspection, and maintenance of Grantee's sanitary sewer lines and facilities.

The rights herein granted to Grantee by Grantor specifically include: (a) the right to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right to change the quantity and type of facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of Grantee, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for Grantee to enter upon lands of the Grantor adjacent to said Easement Area for the purpose of exercising the right herein granted; (f) all other rights and privileges reasonably necessary or convenient for Grantee's safe and efficient operation and maintenance and use of said easement for the purposes described above.

Grantor hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to Grantee's facilities.

Grantor hereby warrants and covenants (a) the Grantor is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

This Amended Perpetual Sewer Utility Easement amends the Prior Easement. Further, Grantee acknowledges that the Temporary Construction Easement set forth in the Prior Easement is hereby terminated and of no further force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed (in the case of a business entity, in its name by its proper officers duly authorized by the Members, Managers or Board of Directors) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**WITNESSES:**

\_\_\_\_\_  
Signature-Witness #1

\_\_\_\_\_  
Printed Name – Witness #1

\_\_\_\_\_  
Signature-Witness #2

\_\_\_\_\_  
Signature-Witness #2

\_\_\_\_\_  
Print Name of Business Entity or Individual

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name if Signing o/b/o Business Entity

Title (If Business): \_\_\_\_\_  
Print Title

STATE OF FLORIDA  
COUNTY OF CITRUS

BEFORE ME, the foregoing instrument was acknowledged before me in person this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who [are] [is] personally known to me or who [have] [has] produced \_\_\_ as identification and stated that [he] [she] [they] are [is] the person[s] who executed the same.

NOTARY PUBLIC

\_\_\_\_\_  
\_\_\_\_\_  
Print, type or stamp name and expiration date)  
Commission No. \_\_\_\_\_

**ADDITIONAL GRANTOR (IF APPLICABLE):**

**WITNESSES:**

\_\_\_\_\_  
Signature-Witness #1

\_\_\_\_\_  
Print Name of Business Entity or Individual

\_\_\_\_\_  
Printed Name – Witness #1

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature-Witness #2

By: \_\_\_\_\_  
Print Name if Signing o/b/o Business Entity

\_\_\_\_\_  
Signature-Witness #2

Title (If Business): \_\_\_\_\_  
Print Title

STATE OF FLORIDA  
COUNTY OF CITRUS

BEFORE ME, the foregoing instrument was acknowledged before me in person this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who [are] [is] personally known to me or who [have] [has] produced \_\_\_ as identification and stated that [he] [she] [they] are [is] the person[s] who executed the same.

NOTARY PUBLIC

\_\_\_\_\_  
\_\_\_\_\_

Print, type or stamp name and expiration date)  
Commission No. \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

DRAFT