

**AGREEMENT AND GRANT OF EASEMENT FOR INSTALLATION AND  
MAINTENANCE OF LOW PRESSURE SEWER SYSTEM PUMP STATION**

\_\_\_\_\_, and all  
co-owners, heirs, successors, grantees, and assigns, (“Owner”) of the Property at the address of  
\_\_\_\_\_,  
Florida \_\_\_\_\_, Parcel ID # \_\_\_\_\_,  
acknowledges that the Authority intends to furnish and install a simplex grinder low pressure  
pumping station, pump control panel and valve box with appurtenant pipe and electrical  
apparatus (Facilities) of a type and in a manner approved by the Authority, in an owner-selected  
portion of the above-referenced property.

Owner agrees to install, own, maintain, repair and replace the sewer lateral from the building  
connection to the Facilities and the electrical portion of the system from the building circuit  
panel to the pump control panel, and the Authority will install, own, maintain, repair and replace  
electrical service from the pump control panel to the Pump Station, the Pump Station itself, and  
the piping from the Pump Station to the street.

Owner understands and agrees that the Authority will perform inspections, maintenance and  
replacement of the Pump Station as necessary. Owners, also, understand and agree that the  
Authority will provide normal maintenance service on the Facilities at no additional charge to the  
Owners.

In order to provide the Authority access to the Facilities, the Owners for and in consideration of  
the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which  
is hereby acknowledged, does grant, sell and convey an Easement to the Authority, its successors  
and assigns, under the following terms and conditions:

Owner hereby grants to the Authority an easement under, over, across and upon the property  
described as Lot(s)\_\_\_\_\_, Block\_\_\_\_, in The Official Records of Monroe County in  
Book\_\_\_\_\_ at Page\_\_\_\_\_.

1. Upon agreement between Owner and the Authority, easement shall be confined to the  
Owner-selected location of Facilities, including a work area of five (5) feet, each way, from  
the Facilities.
2. The Authority, its successors and assigns, shall have the right to construct, reconstruct, lay,  
install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the  
Facilities and shall have right of ingress and egress thereto and therefrom over and across the  
easement area. The Authority shall notify the Owner prior to gaining access, except in  
emergency conditions.
3. Owner shall furnish and maintain the easement area free of any obstruction and shall not  
construct, place, or allow the placing or construction of any obstruction which would  
interfere with: (a) Authority’s safe or proper installation, operation, maintenance, inspection,  
or removal of the Facilities located in the easement area. Owner shall have the right to make  
any other use of the easement area which does not interfere with the Authority’s Facilities.

4. Any obstruction to the safe or proper operation, maintenance, inspection, Facilities thereto may be removed by the Authority at Owner's expense. The Authority shall notify Owner of any such obstruction prior to any action in this regard and allow Owner time to remove obstruction; except for emergency conditions during which the Authority may require immediate, unobstructed access to the Facilities.
5. Owner shall bear the cost of any relocation or modification of said Facilities when the change is necessitated by Owner's requirements.
6. All covenants, stipulations, terms, conditions, and provisions of the agreement shall extend to and be made binding upon respective successors and assigns of Authority and Owner. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.
7. The Owner does hereby state that they have sufficient authority and title to grant this easement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Grant of Easement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:  
(Requires two witnesses)

OWNER(S):

By: \_\_\_\_\_  
Witness Signature (1)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Witness Signature (2)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is/are personally know to me or who has/have produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_