

**UTILITY EASEMENT- SEWER**

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between, \_\_\_\_\_ (Homeowner), whose address is \_\_\_\_\_, (hereinafter referred to as Grantor) and TAYLOR COASTAL WATER AND SEWER DISTRICT, 18820 Beach Road, Perry, FL 32348 (hereinafter referred to as District),

WITNESSETH, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has given and granted, and by these presents does give and grant unto the District, its successors and assigns, a perpetual easement for the purpose of constructing, installing, connecting, operating, maintaining, repairing, and replacing a public wastewater grinder pump station and collection lines (The District equipment) on the Grantor's following described property (The property), to wit:

**THE RIGHTS HEREIN GRANTED TO THE DISTRICT SHALL INCLUDE:**

(a) the right for the District to construct, install, patrol, inspect, alter, improve, repair, replace, rebuild, relocate and remove the District equipment (wherever used herein, the term District equipment includes the grinder pump stations, wastewater lines, electrical service lines, panels, connection devices, and all related components thereof); (b) the right for the District to upgrade the quality and type of equipment; (c) the right of the District to clear trees, limbs, undergrowth and other physical objects which, in the judgment of the District endanger or interfere with the safe, sanitary and efficient operation of the District equipment; (d) the reasonable right of the District to enter upon the property for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonably necessary, convenient and incidental for the safe, sanitary and efficient operation and maintenance of the District equipment and the use and enjoyment of the subject easement for the purposes described above.

**THIS EASEMENT IS GRANTED ON THE FOLLOWING CONDITIONS:**

1. This easement is limited to a radius of ten feet (10") around the grinder pump and within a corridor being ten feet (10') in width and lying equally on both sides of all District equipment situated on the property. The District agrees not to install the District's equipment under, over or through Grantor's residence or other permanent structures. The Grantor and the District agree that at any future time the District may, at its sole election and expense, survey the actual location of the District equipment and record a metes and bounds description thereof, which thereupon shall be deemed to be a part hereof as though it was originally incorporated herein.
2. The Grantor agrees not to cause any future buildings, structures, or obstacles to be located within the easement, which unreasonably interfere with the District's use of the easement, the Grantor assumes all risk of loss or damage to any such object that must be removed from the easement, as well as the cost of removal.
3. If Grantor's future development of the property necessitates relocation of the District's equipment, the Grantor agrees to join in the modification of this easement to reflect the relocated District equipment, and to pay all costs of relocation, unless specifically released from said costs by the District.
4. The District promises and agrees to use reasonable care to prevent damage to the Grantor's property. To the extent that the District disturbs the surface area of the property during installation, operation and maintenance of the District equipment, the District will restore the surface of the property as near as reasonably possible to the same condition that existed before the disturbance occurred.
5. Grantor covenants not to interfere with District's facilities within the Easement area in Grantor's premises, and Grantor further covenants to indemnify and hold District harmless from any and all damages and injuries, whether to persons or property, resulting from interference with District's facilities by Grantor or by Grantor's agents or employees.
6. Grantor hereby warrants and covenants (a) that 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 District, and (c) that District shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, rights, benefits, and obligations contained herein shall inure to, and be binding upon, the parties hereto and their

respective heirs, grantees, representatives, successors and assigns, forever. Wherever used herein, all terms shall apply to all genders and to all persons and legal entities, singular and plural.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

**GRANTOR:**

\_\_\_\_\_  
Signature of Witness as to Grantor

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Typed/Printed name of Witness as to Grantor

\_\_\_\_\_  
Additional Grantor

\_\_\_\_\_  
Signature of Witness as to Grantor

\_\_\_\_\_  
Typed/Printed name of Grantor

\_\_\_\_\_  
Typed/Printed name of Witness as to Grantor

\_\_\_\_\_  
Typed/Printed name of Additional Grantor

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, GRANTOR(S),

who personally appeared before me at the time of notarization, and who:

- [        ]        is/are personally known to me.
- [        ]        produced current Florida driver's license(s) as identification.
- [        ]        produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed Name of Notary  
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TAYLOR COASTAL WATER AND SEWER DISTRICT**

\_\_\_\_\_  
Signature of Witness as to District

\_\_\_\_\_  
District Representative's Signature

\_\_\_\_\_  
Typed/Printed Name of Witness as to District

\_\_\_\_\_  
Typed/Printed Name of Representative  
It's: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness as to District

\_\_\_\_\_  
Typed/Printed Name of Witness as to District

**STATE OF FLORIDA**  
**COUNTY OF TAYLOR**

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of TAYLOR COASTAL WATER AND SEWER DISTRICT,

who personally appeared before me at the time of notarization, and who:

- [        ]        is personally known to me.
- [        ]        produced current Florida driver's license(s) as identification.
- [        ]        produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed Name of Notary  
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_