

Florida Keys Aqueduct Authority ("Authority")
Attn: Joshua W. Peele
1100 Kennedy Drive
Key West, FL 33040

Doc# 2054408 11/24/2015 11:19AM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN
Doc# [REDACTED]
Bk# [REDACTED] Pg# [REDACTED]

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

[REDACTED] and all co-owners, heirs, successors, grantees, and assigns, ("Owner") of the Property at the address of [REDACTED] BIG PINE KEY, Florida 33043, Parcel ID # [REDACTED] 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 1199 at Page 569.

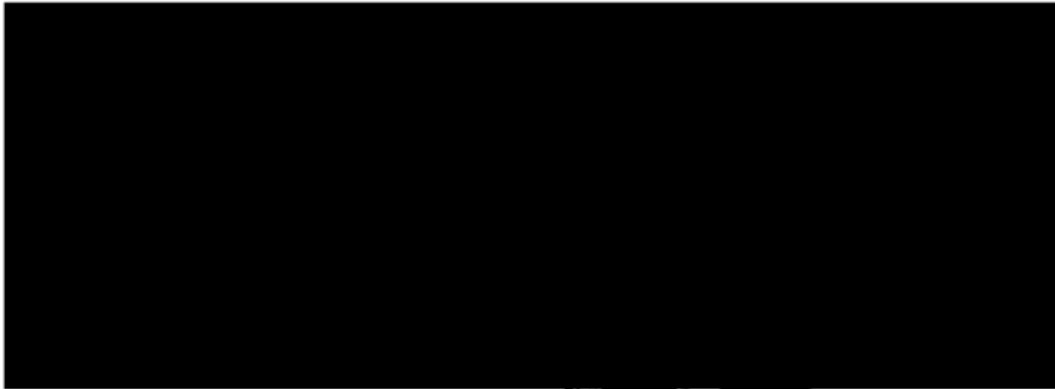
1. Upon agreement between Owner and the Authority, easement shall be confined to the Owner-selected location of Facilities, including a work area of five (5) feet, each way, from the Facilities.
2. The Authority, its successors and assigns, shall have the right to construct, reconstruct, lay, install, 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 31 day of OCT, 2015.

This is being signed under duress because pump should be out on the station right of way. This is extortion.

WITNESSES: _____ OWNER(S): _____
 (Requires two witnesses)

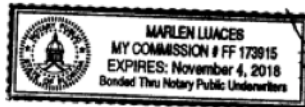


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STATE OF Florida
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 31st day of October, 2015 by _____ who is/are personally know to me or who has/have produced _____ as identification.

[NOTARY SEAL]



Marlen Luaces

 Notary Public, State of Florida

MONROE COUNTY
 OFFICIAL RECORDS