

LRECD - 109  
Prepared By and Return To:  
Clinton R. Yerkes  
Loxahatchee River Environmental  
Control District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458-8964

SEWER EASEMENT DEED

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

\_\_\_\_\_ ,  
hereinafter called the "Grantor", and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, an Agency of the State of Florida, created by a Special Act of the Legislature, Chapter 71-822 as amended, of 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964, its successors and assigns, herein called the "Grantee".

WITNESSETH

That the Grantor, and all other persons claiming by, through or under Grantor, or either of them, their predecessors in title, or their heirs, assigns or legal representatives by virtue of any deeds of conveyances to the land described herein, for and in consideration of the sum of TEN DOLLARS (\$10.00), to it in hand paid by the said Grantee, together with all other covenants made by the Grantee and contained herein, has granted, bargained and sold to the Grantee, its successors and assigns, a permanent Easement, on the parcel of property described in Exhibit "A" attached hereto and made a part hereof for all purposes connected with the use, ingress, egress, construction, repair, replacement, installation, improvement, and maintenance of sewer facilities and facilities for the transport of reuse (I.Q.) water, or sewerage, including but not limited to transmission mains, force mains, manholes, lift stations, collection lines, pipes, pumps, connections, ditches, meters and all other related appurtenances having the capacity for use in connection with the collection or transmission of wastewater of any nature or originating from any source whether on or off the property of Grantor. Grantee shall maintain and repair Grantee's facilities as there shall be occasion from time to time hereafter, and Grantee shall restore the grass, sod, or pavement of Grantor (but not Improvements as set forth below) to the similar condition that was existent thereon prior to any entry or entries by Grantee pursuant to this Easement Deed.

"Improvements" shall mean anything other than grass, sod or asphalt pavement, including but not limited to any type of structure, wall, landscape berm, building, surfacing, landscaping (except grass or sod) and the like.

Grantor shall not make any Improvements to the property described herein without the prior written consent of Grantee which Grantee may withhold in its sole discretion. In the event an Improvement needs to be removed in the opinion of Grantee, or is removed or damaged by or on behalf of Grantee, in connection with Grantee's use of the Easement, Grantee shall not be liable for any such removal or damage of the Improvement. Any and all Improvements are at the

sole risk and expense of Grantor. Any expense of Grantee caused by the existence of an Improvement shall be the responsibility of Grantor.

This Easement and the agreements contained herein are binding upon Grantor, its heirs, administrators, personal representatives, successors and/or assigns.

Grantor is seized in fee simple and in possession of lands described herein and does fully warrant title to said property and will defend the same against any lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have executed this instrument the date and year first above written:

Signed, sealed and delivered  
in the presence of:

GRANTOR:

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Witness Signature

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

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

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that the above named person is personally known to me or who produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY SIGNATURE  
\_\_\_\_\_

PRINTED NOTARY SIGNATURE

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EXHIBIT "A"

All roadways, rights-of-way, sewerage, drainage and utility easements as indicated on the plat of : \_\_\_\_\_  
\_\_\_\_\_ as recorded in the Official Records of Palm Beach/Martin County, Florida, Book \_\_\_\_\_, Pages \_\_\_\_\_.