

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

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

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

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND  
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”).

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, grants and conveys to Grantee, a temporary construction easement, for the purposes described below, over, under, across and on the following described land, situate, lying and being in Citrus County, Florida:

***See Exhibit A*** (“Property”)

The purpose of this Temporary Construction Easement is to allow excavation, grading and other construction activities upon the above-described lands during the installation of facilities as may be necessary or desirable for providing sanitary sewer services to Grantor’s Property and improvements located thereon. This easement is temporary and will terminate on the earlier of (a) four (4) year(s) from the date of this grant, or (b) the date of completion of such project.

Further, 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, grants and conveys to Grantee, a perpetual, non-exclusive easement to operate, inspect, and maintain in perpetuity or until the use thereof is abandoned, sanitary sewer facilities installed pursuant to the Temporary Construction Easement described above. Said facilities shall be located within a portion of the Property (“Easement Area”) which shall not exceed ten (10) feet in width. Following completion, Grantee shall hereafter have a survey performed of the actual location of Grantee’s facilities as installed, and Grantor shall thereafter execute an amendment to this instrument incorporating the more specific legal description, as determined by such survey. The Grantee shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

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 extend to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

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

\_\_\_\_\_  
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. \_\_\_\_\_

**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**