

## Property Access Options

### **Access Agreement Option**

Some utilities include a provision in their standard “customer service agreement” that addresses property access to install and operate utility-owned equipment on private property. The following language is one such example we found in use by a Florida utility:

APPLICATION FOR UTILITY SERVICE. Anyone desiring utility service must make an application, in person or by a duly authorized agent, on [insert form]. Information required includes personal identification, name to whom bills are to be rendered, street name and house number, zip code; and if in rural territory, other information to assist in locating the customer's premises. In addition, a monetary deposit or other contractual arrangement to pay a deposit may be required. The deposit amount shall be set by [utility] and will vary according to the type of service provided. A connection charge will be assessed and will appear on the first bill. [Utility] will not connect the service until the necessary application has been made and any deposit is paid or other contractual arrangement has been accepted. Upon acceptance thereof by [utility], the application constitutes a service contract based upon these and other [utility] rules, regulations, rates and policies and becomes effective at the time the customer is connected to [utility's] system.

RIGHT-OF-WAY AND ACCESS. Duly authorized agents of [utility] shall at all times have access to utility-owned facilities on the customer's premises for the purpose of installing, maintaining, inspecting and removing utility property; and shall have access to the premises during normal working hours for these purposes. Failure to provide such access may be grounds for discontinuance of service and relocation of equipment at the customer's expense. [Utility] shall not be liable for trespass during the performance of these activities. The customer shall grant or cause to be granted to [utility], without cost to [utility], all rights, easements, permits and privileges which in the opinion of [utility] are necessary for the rendering of service to the customer.

### **Access Easement Option**

Other utilities utilize an Access Easement for utility owned equipment on private property. The following example is adapted from a utility-managed, low-pressure grinder pump system:

[Utility Name]  
[Utility Address]

AGREEMENT AND GRANT OF EASEMENT FOR INSTALLATION AND  
MAINTENANCE OF DISTRIBUTED WASTEWATER TREATMENT UNIT

\_\_\_\_\_, and all  
co-owners, heirs, successors, grantees, and assigns, (“Owner”) of the Property at the address of  
\_\_\_\_\_, \_\_\_\_\_,  
Florida \_\_\_\_\_, Parcel ID # \_\_\_\_\_,  
acknowledges that the [Utility] intends to furnish and install a Distributed Wastewater Treatment  
Unit (“DWTU”), control panel and electrical apparatus (Facilities) of a type and in a manner  
approved by the [Utility], 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 control panel, and the [Utility] will install, own, maintain, repair and replace  
electrical service from the control panel to the DWTU, the DWTU itself, and the piping from the  
DWTU to the Owner’s drainfield.

Owner understands and agrees that the [Utility] will perform inspections, maintenance and  
replacement of the DWTU as necessary. Owner also understands and agrees that the [Utility]  
will provide normal maintenance service on the Facilities at no additional charge to the  
Owner.

In order to provide the [Utility] access to the Facilities, the Owner 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 [Utility], its successors  
and assigns, under the following terms and conditions:

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

1. Upon agreement between Owner and the [Utility], 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 [Utility], 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 [Utility] 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) [Utility'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 [Utility's] Facilities.
4. Any obstruction to the safe or proper operation, maintenance, inspection, Facilities thereto may be removed by the [Utility] at Owner's expense. The [Utility] 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 [Utility] 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 [Utility] and Owner. It is intended that this [Utility] 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)

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

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

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

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

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

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

\_\_\_\_\_  
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 \_\_\_\_\_