MINUTES
Key Largo Wastewater Treatment District (KLWTD) Meeting

February 19, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:01 PM. Present were Chairman Majeska, Commissioners Andy Tobin, Norman Higgins, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

John Hammerstrom led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner David Asdourian added an item on Sales Tax, and construction work on US 1. Commissioner Gibbs pulled the minutes of Feb. 5, 2013 from Bulk and also added an item on security. Ed Castle, Weiler Engineering, added an update on shallow wells. Paul Christian added an item on purchasing Trimble units and an appeal from Monte Green.

Motion: Commissioner Asdourian made a motion to approve the agenda as amended. Commissioner Higgins seconded the motion.

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Motion passed 5 to 0

PUBLIC COMMENT
Name & Address
John Hammerstrom, Key Largo
Sue Heim, Key Largo

Subject
- Easements for Coral Coast and Grinder Pumps
- See Exhibit “A”
- Resolution No. 06-02-13 Treatment by Staff
- BOCC Moving Funds Line Item Adjustment
- Conservation Resolution opposed
- GM Contract, opposed to vacation days & rate of pay
BULK ITEMS
Minutes of Feb. 12, 2013
EDU Change of AK 111290

Motion: Commissioner Tobin made a motion to approve the Bulk Items. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

Minutes of Feb. 5, 2013

Motion: Commissioner Asdourian made a motion to approve the Minutes of Feb. 5, 2013. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

FINANCIAL REPORT
Assessment & Billing Adjustment of AK 1643564, Monte Green
Paul Christian explained the history of the property.

Motion: Commissioner Tobin made a motion to approve the decrease in EDU’s from 1.1 to 1 EDU and to review the case in one year. Commissioner Higgins seconded the motion.

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Motion passed 4 to 1
Pending Payments

Motion: Commissioner Higgins made a motion to approve the Pending Payments contingent upon the availability of funds. Commissioner Gibbs seconded the motion.

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Motion passed 5 to 0

COMMISSIONER'S ITEMS

Ad for Public Letters
Commissioner Gibbs explained that he has asked the public to send a letter to the District explaining the financial impact of putting in the sewer system. He has already received letters back.

Security
Paul Christian will have a report on the March 12, 2013 meeting.

ENGINEER'S REPORT

Change Order Fountain Engineering, Coral Coast

Motion: Commissioner Higgins made a motion to approve the Change Order for Fountain Engineering, Coral Coast. Commissioner Gibbs seconded the motion.

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Motion passed 5 to 0

Highway Construction
Ed Castle, Weiler Engineer, gave a report on the construction work going on in Key Largo by Islamorada. Commissioner Asdourian wants the work stopped until April.
Ed Castle was directed to inform Islamorada of how unhappy the District is with not being informed of the construction.

Motion: Commissioner Tobin made a motion to give the General Manager, Margaret Blank the authority to negotiate with Islamorada to come up with a solution to Islamorada working with the business community in regards to notice and contacts and appointing Commissioner Higgins to work with the Manager. Commissioner Higgins seconded the motion.

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Motion passed 4 to 1

Shallow Wells
Ed Castle gave a report on the search for well drillers for the shallow wells.

LEGAL COUNSEL
RESOLUTION NO. 06-02-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIES FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

Continued to March 12, 2013 meeting.

GENERAL MANAGER REPORT
General Manager’s Contract

Motion: Commissioner Higgins made a motion to approve the General Manager’s Contract for $118,000 a year with the vacation days per District Policy. Commissioner Gibbs seconded the motion.

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Motion passed 5 to 0
Inter-Local Agreement

Motion: Commissioner Tobin made a motion to approve the Inter-Local Agreement. Commissioner Asdourian seconded the motion.

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Motion passed 5 to 0

Trimble GPS Upgrade

Paul Christian explained the need for two new Trimble’s

Motion: Commissioner Asdourian made a motion to approve the purchase of two new Trimble Units. Commissioner Tobin seconded the motion.

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Motion passed 4 to 0

COMMISSIONER’S ROUNDTABLE

Tallahassee Trip

The Board discussed the upcoming trip to Tallahassee and decided that the General Manager and a Commissioner should go.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting 8:22 PM.

The KLWTD meeting minutes of Feb. 19, 2013 were approved on March 12, 2013

[Signature]
Chairman Majeska

[Signature]
Carol Walker, CMC District Clerk
February 19, 2013
Board of Commissioners
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Subject: Transcript of comments made at KLWTD meeting 2/20/13

Dear Commissioners,

I am quick to compliment a job well done, and have spoken highly of the District and staff members when praise was due. The obverse is also true. I am here today because I find recent specific actions of certain staff members and of the board objectionable and I ask for your help to find mutually acceptable solutions. I am speaking for myself, and my statements do not necessarily reflect the views of my homeowners association.

In August, 2011, I first met with District Construction Manager Richard Crow and Project Engineer Rebecca Orozco to address the needs of the District as they pertained to the fifteen Coral Coast properties at Milemarker 97 bayside. Mr. Crow and Ms. Orozco will acknowledge that I was very helpful locating, contacting and arranging a meeting for owners in Coral Coast to sign the Easement Agreements that they sought.

In late 2011, I accompanied Mr. Crow and Ms. Orozco, at least one more District Staff member, and some subcontractors through my neighborhood, pointing out noteworthy characteristics of each of the fifteen properties, including my own. At that time, I asked Mr. Crow if a 120-volt grinder pump was possible, explaining I had a solar-electric system that cannot drive a 240-volt appliance. Mr. Crow consulted with others in attendance and then he agreed to have a 120-volt pump installed at my home. Apparently I should have gotten that commitment in writing.

On March 3, 2012, a year ago, Ms. Orozco and District Clerk Carol Walker were kind enough to attend the annual meeting of our association, where the “Unique Property” policy and the $9,000 assessment were explained, and where “Easement and Service Agreements” were signed by all present and notarized by Ms. Walker. A copy of my signed document is attached.

January 8, 2013, ten months later, I (and my neighbors) received letters from the District that surprisingly included an “Easement Grant” document that told us “...you must
complete the enclosed additional documents, have them notarized and return them to us by Monday, January 14, 2013 [six days later].”

Confused by the arrival of a second, very different agreement, I called the District Office and spoke with Paul Christian, who told me that I was wrong, I had not signed an Easement and Service Agreement. I assured him that we had done so, but he insisted. I asked to meet with officials at the District, which was arranged. My wife and I attended a meeting with Paul Christian, Ray Giglio, Suzie Rubio, Jennifer Torrey and other District Staff members.

By the time we arrived at that meeting, Mr. Christian had located the original signed and notarized agreement to which I had referred, but stated that, “It wasn’t an Easement Agreement.” I pointed out that the District Staff repeatedly described the document we signed as an “Easement Agreement” and that the document footer read “Easement and Service Agreement.” Mr. Christian argued that, since the word “Easement” was not at the top of the page, it was not an Easement Agreement.

Mr. Giglio assured my wife and me that the new agreement was significantly better in that it afforded additional protection to the homeowner with explicit temporary construction and permanent easement wording. We were given a portfolio of documents that included the New Easement agreement and the District 2012 Grinder Pump Resolution. We agreed to take the documents home with the intention of reading and signing them.

I then raised the subject of the 120-volt grinder pumps, to reinforce Mr. Crow’s agreement with us. Mr. Christian surprised me with a statement that “A 120-volt grinder pump cannot develop sufficient head pressure.” I was stunned by that very divergent professional opinion, but at the time had no data to refute it.

Subsequent to that meeting, I called the District, asking that I be provided the source and substance of Mr. Christian’s “insufficient head pressure” statement. I was contacted by Mr. Daniel Saus, who revealed in a congenial conversation that a widely used and respected 120-volt pump, that was otherwise physically and functionally identical to its 240-volt version, could in fact deliver sufficient head pressure, but that it required a 30-amp circuit. I assured him that my solar system was easily able to provide 30 amps. He said that the District had not yet chosen a pump vendor, that the Request For Proposals (RFP) had been published, and they were awaiting responses from potential vendors.

Monday, February 19, I learned that the vendor that might have supplied the 120-volt pump did not submit a bid, due in part because the RFP specifications excluded that vendor’s pump, although it is already widely and successfully installed in many grinder-pump systems in the Keys.
Our close read of the New Easement Agreement, the “Key Largo Wastewater Treatment District Temporary Construction and Permanent Utility Easement” and the “2012 Grinder Pump Resolution” revealed some very disturbing and critical details that Mr. Giglio failed to point out.

I question if the commissioners would personally sign a document that had the following clauses in it:

"Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor of by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

"Grantor acknowledges that Grantor has read and understands, the District's 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended."

The 2012 Grinder Pump Resolution has troubling details as well, epitomized by, but not limited to the following excerpts:

"The Owner shall hold the District harmless for any direct or indirect or consequential damage arising or resulting from...any maintenance or repair procedure which the District has performed or failed to perform."

"In accordance with Section 3.05 of the District's General Rules and Regulations, ...[which refers to and binds signatories of the New Easement now to a third level (and unattached) document: the New Easement; and by reference to the Grinder Resolution ; and then by reference to the District Rules...all 'as may be amended from time to time'.]

Section 9.02. NO CONTINUING OBLIGATION TO MAINTAIN OR REPAIR:

A. Any and all maintenance, repair and/or service by the District shall be performed ONLY for such time, and in such manner, as shall be provided for in this resolution, as same shall from time to time be amended."

Section 9.04. DISTRICT'S RIGHT TO TERMINATE MAINTENANCE AND REPAIR
A. Even if this resolution shall not have been amended, superseded, or rescinded, the District may, in its sole discretion, and upon thirty (30) days' written notice to the Participating Owner, cease all maintenance, repair, and service of the Grinder Pump System installed on the Participating Owner's Parcel in the event of...any action by the Owner that shall, in the sole discretion of the District, constitute good cause.

Section 13.01. RELEASE AND HOLD HARMLESS

D. The Owner shall release, waive, and discharge the District, its commissioner, officers, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever that may be sustained by the Owner or any third party, or any property belonging to the Owner or any third party, now or in the future, even if caused by the negligence of the District.

E. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all damages and claims, alleged or real, incurred by Owner by reason of any diminution to the value of the property arising out of this Resolution or on account of the Easement Grant, or the utilities to be constructed.

As I am sure you are aware, other “Unique Property” owners have also expressed similar concerns that raise the question of our participation. My neighborhood association has invited the District to meet with us again this year, but we have not received a reply.

To be clear, I consider many present and past District personnel and commissioners among my community friends. My criticism is directed solely to those individuals mentioned and limited to the specific issues itemized, but nevertheless reflects a culture of arrogance. I encourage a return to the public-service attitudes of the original District.

I am concerned that the District has lost sight of its community origins, and is becoming a bureaucratic, insensitive utility.

Sincerely,

John Hammerstrom
LOW PRESSURE SEWER SERVICE AGREEMENT

WHEREAS, the owners of the parcel (the “Property”), the legal description of which is attached hereto as Exhibit “A”, desire the Key Largo Wastewater Treatment District (the “District”) to enter upon the Property to install a low pressure sewer (“LPS”) system consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances; and

WHEREAS, the owners desire that, following installation of the LPS system, the District enter the Property from time to time, as reasonably necessary, to repair and maintain the LPS system (excluding the gravity-flow service line), and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned owners hereby grant to the Key Largo Wastewater Treatment District easements to construct, install, maintain, and operate an LPS system extending from the house situated on the Property to a connection in the public right-of-way adjacent to the Property, and owners and the District further agree to the terms set forth below:

1. The District, and its employees, inspectors, contractors, representatives and agents shall be permitted access to the Property for the purpose of installation of an LPS system thereon consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances thereto. In the event access to the interior of a house or other building on the Property is necessary to complete the installation, advance permission to enter shall be obtained from at least one owner prior to entry and the completion of the installation. The District will construct the LPS system along the shortest and/or most cost-efficient route from the house situated on the Property to the public right-of-way connection. Prior to installation, the District shall mark the location of the grinder pump, connections and lines, and discuss the same with the owners. The owners are responsible to provide 220V electrical service mounted on the exterior of the house within 20 linear feet of the grinder pump location.

2. If the owners desire the District to change the location of the grinder pump, connections, or lines, the owners must make a written request for the changes within three business days of the discussion, and the owners must provide a drawing indicating the desired changes. Within three business days after receiving the written request for the changes, the District will respond to the owners, either denying the request, accepting the request at no cost to the owners, or proposing a price for the changes based on the estimated cost of accomplishing the changes. If the estimated cost to accomplish the requested changes is two hundred dollars ($200.00), or less, the District will make the requested changes at no cost to the owners. If the estimated cost to accomplish the requested changes is more than two hundred dollars ($200.00) the District will make the requested changes only if the owners agree to pay the estimated cost to accomplish the requested changes in excess of two hundred dollars ($200.00). Upon completion of the installation, the District will provide an as-built drawing showing the location of the grinder pump and associated facilities installed by the District.

3. The District’s maintenance obligation for the LPS system shall include only service repairs resulting from normal wear and tear and not damage to the LPS system resulting from intentional, negligent or accidental abuse or misuse of the LPS system. Service and repairs required, as a result of intentional, negligent or accidental abuse or misuse of the LPS system, shall be the sole financial responsibility of the owners. The owners agree to hold the District harmless for consequential damage arising from such intentional, negligent or accidental abuse or misuse of the LPS system.

4. The District shall not be responsible for repair or maintenance of the gravity service line between the house and the grinder pump. The owners agree that repair and maintenance of the gravity service line and the house plumbing are solely the responsibility of the owners.

5. Following installation, the District, and its employees, inspectors, contractors, representatives and agents are granted permission to enter upon the owners’ Property, at any time, to install, inspect, test,
maintain and repair the LPS system. Said right of entry shall not include the right to enter the house or any other buildings located on the Property. In the event access to the interior of the house or other building on the Property is necessary to inspect, test, maintain and repair the LPS system, advance permission to enter shall be obtained from at least one owner prior to entry for such purposes. If the owners fail to allow the District access to the LPS system, the District will, in its discretion, upon reasonable notice to the owners, terminate this agreement, transfer ownership of the LPS system to the owners (or their successors), and cease operation, maintenance, and repair of the LPS system. This remedy is in addition to any other remedy permitted by law.

6. The District will exercise reasonable care to minimize the disruption of surface vegetation and physical, non-vegetative improvements in connection with installation, repair and maintenance of the LPS system. If the District damages vegetation or non-vegetative improvements in the course of (1) installation of the LPS system, or (2) repairs and maintenance for which the District is responsible under Paragraph 3, above, the District will bear and be responsible for the cost of replanting, reseeding, or resodding the damaged vegetation, and the reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, and maintenance. For repairs and maintenance other than repair and maintenance for which the District is responsible under Paragraph 3, above, the owners shall bear and be responsible for repair or replacement of vegetation or non-vegetative improvements damaged in the course of such repairs and maintenance.

7. The District’s authority to levy non-ad valorem assessments, and to charge monthly charges for provision of wastewater service to the parcel is not altered, diminished, or otherwise affected by this agreement, and the District shall levy such assessments and impose such charges in the same manner as they are levied and imposed on similarly situated parcels.

8. The owners agree to the District’s connection of the grinder pump to the Property’s electrical system. The owners further agree that the electric power cost of the grinder pump is the owners’ responsibility.

9. The owners agree to provide notice, in writing, of the conditions of this Agreement to any and all persons who claim or may have an interest in the Property, to any and all persons who may be tenants, occupants or users of the Property, and to all other persons or entities connected to use of the Property, including but not limited to realtors, developers, builders and contractors. Presentation of a copy of this Agreement to the applicable person or entity shall be considered full compliance with this requirement.

10. This Agreement shall run with the land and bind the owners, their successors and assigns, and all persons claiming by or through such owners shall be taken to hold, agree and covenant to conform to and observe said reservations and agreements, and the sale or use of all or any part of the Property shall be subject thereto, but no covenant, reservation or restriction herein set forth shall be personally binding on the owners or their successors or assigns except in respect to breaches committed during their ownership of said land, and said District shall have the right to enforce the observance of these covenants and agreements in any court of competent jurisdiction.

[Intentionally left blank.]
Executed this 3RD day of March, 2018.

OWNER: ___________________________  OWNER: ___________________________
By: ______________________________  By: ______________________________
WITNESS: _________________________  WITNESS: _________________________
By: ______________________________  By: ______________________________

COUNTY OF MONROE
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 3RD day of March (date), by John Hamackstrom (name(s)), who is (are) personally known to me or who has (have) produced US NAVY, 2003 DEC 30 (type of identification) as identification.

Carol Walker
Notary Public
Printed Name: __________________________

My Commission Expires: __________________________
SKETCH & DESCRIPTION OF PUMP STATION EASEMENT

LOT 15
SECOND CORRECTED PLAT OF CORAL COAST
(P.B. 7, PG. 63, M.C.R.)

SCALE IN FEET
1" = 100'

LAND DESCRIPTION:
An easement for sewer system purposes over the following described lands:

All of Lot 15, SECOND CORRECTED PLAT OF CORAL COAST, according to the Plat thereof as recorded in Plat Book 7, Page 63 of the Public Records of Monroe County, Florida.

Said lands lying and situate in Monroe County, Florida, containing 28,413 square feet, more or less.

SURVEYOR'S NOTES:
1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot 15 having a bearing of S40°08'04"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B. = Licensed Business; M.C.R. = Monroe County Records; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; R.E.N. = Real Estate Number.
7. Address: 115 Coastal Drive, Key Largo, FL 33037
8. Real Estate Number and address shown hereon obtained from the Monroe County Property Appraiser's website.

CERTIFICATION:
I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 2-10-2012

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300