GRINDER PUMP / RIGHT OF ENTRY AGREEMENT

I/We _____, the owner(s) of the property

commonly identified as _____, Waveland, MS do hereby grant and give freely and without coercion, the right of access and entry to said property in the City of Waveland, its agencies, contractors, and subcontractors thereof, for the purpose of:

___ Excavating inside property line

___ Modify existing sewer service laterals

___ Install permanent sewer collection system

___ Access property for removal and replacement of driveways, mailboxes, landscaping, drainage structures, existing utilities and other miscellaneous features

___ Other, _____

By excepting the installation of a grinder system that will be owned and maintained by the city following will apply.

City Responsibility:

The city will be responsible for purchasing and installing A grinder system as designated to be the best value for the city.

The city will choose the location based on installation of the system however they will communicate with the homeowner to provide an adequate location. The new system MUST be located in right-of-away or immediately adjacent

The city will tie in and make all connections from said system to the sewer collection line currently owned by the city.

The city will please one clean out directly adjacent to the system for maintenance purposes.

The city will provide an electrician to make connections to the system (only) to the electricity from the residence.

Homeowner' Responsibilities:

The homeowner will be responsible for signing the right of entry agreements as well as having those notarized and recorded at the Hancock County Courthouse and returning the documents to City Hall.

The homeowner will be responsible for the sewer connection from the house by providing a yard line to the clean out that would be provided by the city adjacent to the new system.

The homeowner will be responsible for providing proper electrical current on a single circuit all of the way from the home two the control box of the grinder unit +10 feet of wire.

The homeowner will be responsible for retiring the existing system. This will include removing any existing un used line and filling the old tank with sand.

The homeowner will be responsible for making connections to the home and providing all materials and labor to tie into the clean out provided by the city at the right of way.

The undersigned agrees and warrants to hold harmless the City of Waveland, State of Mississippi, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any existing utilities located on the described property. For the considerations and purposes set forth herein, I set my hand this _____day of_____, 20__.

_____ _____

Owner

_____

Witness Owner

_____

Telephone No. and Address

1.4.22