

Prepared by and Return to:
County Attorney's Office
20 North Main Street, Suite 462
Brooksville, FL 34601-2850

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT
HCUD WASTEWATER SYSTEMS
CUSTOMER OWNED, OPERATED AND MAINTAINED

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between «owner1», «owner2», whose address is «add1», «add2» (herein collectively called "Owners"), jointly and severally if more than one, and Hernando County Water & Sewer District, a body corporate and politic, whose address is 15365 Cortez Blvd., Brooksville, FL 34613 ("HCUD").

Owners own the following described real property (the "Property"), located in Hernando County, Florida:

LEGAL DESCRIPTION

Parcel ID Number: « p a r c e l » Key Number: «key»
Street Address:

RECITALS

WHEREAS, the Owners own certain real property, located in the Spring Hill area described above, which requires the relocation and installation of sewer lines; and

WHEREAS, the Owners acknowledge that the sewer system upgrade will be beneficial to the Property; and

WHEREAS, the Owners further acknowledge that connecting wastewater from the property to the HCUD system will require installation and maintenance of piping to be located on the Property and disconnection/decommissioning of the Owners' current septic system; and

WHEREAS, the Owners further acknowledge that in order to adequately transport wastewater generated from Owners' structure on the Property to HCUD Sewer System, all such piping must be maintained.

NOW, THEREFORE, in consideration for the mutual undertakings and agreements herein contained, and other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, Owners and HCUD hereby covenant and agree as follows:

1. The recitals set forth above are true and correct and hereby incorporated into the terms of this Agreement.
2. The following definitions are used in this agreement:

HCUD System means the wastewater infrastructure system owned and operated by HCUD and used to provide wastewater collection. The HCUD system is typically in the County Right-of Way.

Owners' Structure(s) means any structure on the Property which has the ability to generate wastewater.

Owners' System means the piping necessary to convey wastewater away from the Property to the HCUD system (typically at the edge of the ROW) to be installed on the Property.

3. Owners agree that connecting wastewater from the Property to the HCUD System will require installation and maintenance of piping located on the Property. The new wastewater connection on the Property with the Owners' System shall be installed in compliance with HCUD standards. The installation shall be accomplished during the construction timeframe of the project upon the execution of this Agreement by the Parties.
4. The Owners grant to HCUD, its agents, employees and independent contractors, a temporary non-exclusive access easement over, on, under, upon and across the property in order to relocate and install Owner's system, including but not limited to piping necessary to convey wastewater away from Owners' property to the HCUD system.
5. All the foregoing materials will be supplied, and all the associated work will be done by a licensed contractor or plumber at HCUD's expense. HCUD agrees to warrant, or require its contractor or plumber to warrant, to the Property Owners all workmanship and materials associated with the relocated service line for a period of one (1) year after installation.
6. Upon completion of installation of the Owners' System, HCUD agrees to restore all disturbed areas, plants, shrubs, fences, and grass to the condition they were in at the time the work authorized hereunder began. In the event that HCUD must make a cut in any sidewalk, driveway, or other paved area in order to install the Owners' System, HCUD will resurface the cut area only in accordance with the Hernando County standards. The Owners will be requested to inspect the Property at the completion of the work.
7. After initial installation as set forth in paragraph 3 herein, and inspection and acceptance by Owners, all such piping located on the Property shall be maintained solely by Owners at Owners' expense. HCUD will not thereafter be responsible for the maintenance, replacement, or repair of the on-site pipes needed to effectively deliver the wastewater to HCUD's System. HCUD's liability, if any, is limited as provided by Florida law.
8. The Parties agree that the on-site Owners' Systems will be connected to the HCUD Systems and will be configured and installed in accordance with HCUD standards in effect at the time of HCUD approval in accordance with all applicable governmental laws, rules, and regulations.
9. Upon acceptance by Owners of the Owners' Systems, it is understood that responsibility for conforming with governmental agency laws, rules, and regulations will be the sole responsibility of the Owners, and that Owners will hold HCUD harmless from and waive all future claims, if any, against HCUD, arising out of the compliance or lack thereof with all other governmental laws, rules, and regulations.
10. Owners, for themselves, their heirs, personal representatives, successors, and assigns, hereby agree as consideration for the relocation and installation of the Owners' Systems and all related piping from HCUD, and obtaining HCUD's authorization to connect to HCUD's Systems, to hold HCUD harmless from the following: any and all liability, claim for damages (including but not limited to reasonable attorneys' fees and costs incurred at all levels) resulting from or in any

manner related to the relocation and installation of the on-site piping; any and all past occurrences and/or events relating to the operation of the wastewater system at the Property.

11. Notwithstanding anything to the contrary herein, HCUD and/or the County may remove the Property from the Program at any time in their sole discretion. In the event County or HCUD makes such a determination, HCUD shall deliver notice to Owners and this Agreement will terminate and be rendered null and void. Owners acknowledge HCUD shall have no obligation to perform the wastewater system improvements contemplated herein in the event the Property is removed from the Program.
12. This Agreement will bind and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement shall be recorded in the public records of Hernando County as notice to subsequent owners of the property of the existence of the Owners' System and all related piping maintenance required by the Owners.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the proper venue for any action under this contract shall be the courts in and for Hernando County, Florida. The parties hereby waive trial by jury to the extent permitted by law.
14. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and may only be modified, amended, or terminated by a writing signed by both parties hereto.

THIS EASEMENT shall be recorded in the Public Records of Hernando County, Florida. This is the entire agreement between the parties concerning this subject and may only be amended in writing.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Property Owner(s), as record owner(s) of the Property, have executed this instrument.

OWNER(s)

Signed and Sealed in our Presence:
(Two witnesses required)

WITNESS 1 Signature

Printed Name _____

Address: _____

PROPERTY OWNER 1 Signature

Printed Name _____

Date: _____

WITNESS 2 Signature

Printed Name _____

Address: _____

PROPERTY OWNER 2 Signature

Printed Name _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ and _____ as record owner(s) of the Property. He/she/they are ☐ personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

IN WITNESS WHEREOF, the Hernando County Water & Sewer District has executed this instrument by its duly authorized officer.

Signed and Sealed in our Presence:
(Two witnesses required)

HERNANDO COUNTY
WATER & SEWER DISTRICT

WITNESS 1 Signature

Gordon Onderdonk, Director

Printed Name _____
Address: _____

Date: _____

WITNESS 2 Signature

Approved As To Form
And Legal Sufficiency

Printed Name _____
Address: _____

By Victoria Anderson
County Attorney's Office

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by Gordon Onderdonk as Director of the Hernando County Water & Sewer District, a body corporate and politic who is [] personally known to me or [] has produced _____ as identification.

Signature of Notary Public