

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 WATER DISTRIBUTION SYSTEM
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 Braewood Mobile Home Subdivision as described above, which requires the relocation and installation of water lines; and

WHEREAS, the Owners acknowledge that the water distribution upgrade will be beneficial to the Property; and

WHEREAS, the Owners further acknowledge that connecting water from the HCUD System to the Property will require installation and maintenance of piping to be located on the Property and disconnection/decommissioning of the Owners' current potable water service line; and

WHEREAS, the Owners further acknowledge that in order to adequately transport the potable water required for the Owners' structure on the Property from the HCUD 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 water infrastructure system owned and operated by HCUD and used to

provide potable water. The HCUD system is typically located in the County Right-of Way.

Owners' Structure(s) means any habitable structure on the Property which requires potable water.

Owners' System means the piping located on the Property necessary to convey potable water from the HCUD system to the Owners' Structure(s).

3. Owners agree that connecting water from the HCUD System to the Property will require installation and maintenance of piping located on the Property. The new water connection on the Property with the Owners' System shall be installed in compliance with HCUD and Florida Plumbing Code 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 Owners' system, including but not limited to piping necessary to convey water from the HCUD system to the Owners' Structure(s).
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 HCUD 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 HCUD System, HCUD will resurface the cut area only in accordance with the Hernando County standards. The Owners will be requested to inspect the Property upon 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 potable water from the HCUD System to Owners' Structure(s). HCUD's liability, if any, is limited as provided by Florida law.
8. The Parties agree that the on-site Owners' System will be connected to the HCUD System 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' System, 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 HCUD's System and all related piping from HCUD, and obtaining HCUD's authorization to connect to HCUD's System, 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 water 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 Owners' 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 Owners, as record owner(s) of the Property, have executed this instrument.

OWNERS

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

Brad Smith, Director

Printed Name _____

Date: _____

Address: _____

WITNESS 2 Signature

Approved as to Form and Legal Sufficiency

Printed Name _____

Jon Jouben

Address: _____

County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by Brad Smith 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