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JEA Real Estate Services
Attention: Jordan Pope
21 West Church Street (CC-6)
Jacksonville, Florida 32202

TEMPORARY CONSTRUCTION EASEMENT
JEA SEWER SYSTEM
CUSTOMER OWNED, OPERATED AND MAINTAINED

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between John Doe, a Florida limited liability company whose address 1234 Main Street, Jacksonville, Florida 32202 (herein called "Owner"), and JEA, whose address is 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

Owner owns the following described real property (the "Property"), located in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein.

RECITALS

WHEREAS, JEA acknowledges that Owner has a need for a sewer system upgrade to the Property; and

WHEREAS, Owner acknowledges that the sewer system upgrade will be beneficial to the Property; and

WHEREAS, Owner further acknowledge that in order to adequately transport wastewater generated from Owner's Structure(s) on the Property to JEA's Sewer System, the sewer system on the Property must be maintained; and

WHEREAS, the sewer system upgrade will be made by a firm under contract to JEA at no cost to Owner;

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

1. The following definitions are used in this agreement:

(a) JEA System means the water and wastewater infrastructure system owned and operated by JEA and used to provide potable water and for wastewater collection. The JEA system is typically in the City Right-of-Way (“ROW”).

(b) Owner’s Structure(s) means any structure on the Property which has the ability to generate wastewater.

(c) Owner’s System means the piping and equipment necessary to convey wastewater away from the Property to the JEA system (typically at the edge of the ROW) to be installed on the Property.

2. Owner acknowledges and agrees that connecting wastewater from the Property to the JEA System will require installation and maintenance of piping and equipment located on the Property. JEA agrees to pay for the cost of the new sewer connection on the Property with said Owner’s System to be installed in compliance with the JEA standards. Said installation shall be accomplished during the construction timeframe of the project upon the execution of this Agreement by the parties.

3. The Owner grants permission to JEA, its agents, employees and independent contractors to enter the Property in order to construct a new sewer service connection, including the abandonment of any existing septic tanks. Owner acknowledges and agrees that, if necessary, JEA may place a meter on any private wells in order to accurately bill Owner for sewer usage.

4. Upon completion of installation of the Owner’s system, JEA agrees to restore all disturbed areas, plants shrubs, fences and grass to the condition they were at the time the work authorized hereunder began. JEA further agrees to resurface following City Standards the area of cut only in the event that JEA must make a cut in any sidewalk, driveway or other paved area in order to install the Owner’s system. When practical, the Owner will be requested to inspect the Property at the completion of the work

5. After initial installation as set forth in paragraph 2 herein, all such equipment located on the Property shall be maintained solely by Owner at Owner’s expense. JEA will not thereafter be responsible for the maintenance, operation, replacement, or repair of the on-site pipes or any other equipment needed to effectively deliver the wastewater to JEA’s System.

6. The Parties agree that the on-site Owner’s System will be connected to the JEA System and will be configured and installed in accordance with JEA standards in effect at the time of JEA approval in accordance with all applicable governmental laws, rules and regulations.

7. Upon acceptance by Owner of the Owner’s System, it is understood that responsibility for conforming with governmental agency’s laws, rules and regulations will be the sole responsibility of the Owner, and that Owner will hold JEA harmless from and waive all future claims, if any, against JEA, arising out of the compliance or lack thereof with all other governmental laws, rules, and regulations.

8. Owner, for himself/herself, heirs, personal representatives, successors and assigns, hereby agrees as a condition of entering into this Agreement, accepting the installation

of the Owner's System and all related equipment from JEA, and obtaining JEA's authorization to connect to JEA's System, to hold JEA harmless from the following: any and all liability, claim or damage (including but not limited to reasonable attorneys' fees and costs incurred at all tribunal levels) resulting from or in any manner related to the maintenance, operation, replacement or repair of the newly installed on-site equipment; any and all past occurrences and/or events relating to the operation of the water and sewage system at the Property.

9. This Agreement will bind and inure 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 Duval County as notice to subsequent owners of the property of the existence of the Owner's System and all related equipment, and the maintenance requirement by the Owner.

10. 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 of Duval County, Florida.

11. 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.

Signature Page Follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

Owner

28.51 DUVAL I, LLC, a Florida limited liability company

Print: _____

By: _____

Print: _____

Its: _____

Print: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as the _____ of 28.51 DUVAL I, LLC, a Florida limited liability company, on behalf of the company, who is _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Print Name: _____

Notary Public, State of Florida

WITNESS:

JEA, a body politic and corporate

Print: _____

By: _____
Donald L. Burch, Jr.
Manager, Real Estate Services

Print: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Donald L. Burch, Jr., Manager of Real Estate Services of JEA, a body politic and corporate, on behalf of JEA. He is _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Print Name: _____
Notary Public, State of Florida

Exhibit A

The Property

Lot 5, Block 2, Lake Forest Section 3-C, as per plat thereof, recorded in Plat Book 22, Page 58, of the Public Records of Duval County, Florida.

SAMPLE