

Prepared by and return to:

Greg Corcoran, Manager JEA
225 North Pearl Street
Jacksonville, Florida 32202

RE#: 000000-0000
Address: 1234 Riverview St.

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

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between RIVERVIEW PROPERTY OWNER, whose mailing address is 1234 Riverview St., Jacksonville, FL 32208 (the “Owner”), and JEA, whose address is 225 North Pearl 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, the Property is within an identified Priority Area that is eligible to participate in the Water/Wastewater Improvement Program (the “Program”) pursuant to Chapter 751, Ordinance Code and that JEA is acting as the City of Jacksonville’s (the “City”) Program manager in implementing the Program; and

WHEREAS, the Program requires a certain number of eligible property owners within an identified Priority Area to participate in the Program and if the required number of property owners participate the water and or wastewater system improvements can be planned for and constructed on the Property; and

WHEREAS, Owner acknowledges that the water and wastewater system improvements will be beneficial to the Property; and

WHEREAS, Owner further acknowledges that in order to adequately deliver water to Owner’s Structure(s) from JEA’s Water System and to collect wastewater generated from Owner’s Structure(s) on the Property to JEA’s Wastewater System, the water and wastewater system on the Property must be maintained; and

WHEREAS, the water and wastewater system improvements 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 accept potable water or generate wastewater.
 - (c) Owner's System means the piping and equipment necessary to convey potable water to the Owner's Structure(s) and 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 potable water to the Property from the JEA System and connecting wastewater from the Property to the JEA System will require installation and maintenance of piping and equipment located on the Property. Owner shall be responsible for ensuring that any building on the Property is structurally capable of receiving service from JEA. Any structures or obstructions that would impede the ability of JEA to install the water and wastewater infrastructure must be removed at Owner's sole cost and expense prior to JEA commencing work. The cost of the new water and wastewater connection on the Property with said Owner's System to be installed in compliance with JEA standards shall be funded through the City's Water/Wastewater Improvement Fund. Said installation shall be accomplished during the construction timeframe of the project upon the execution of this Agreement by the Parties.
3. Owner acknowledges that if a private well is located on the Property, Owner may choose to keep the existing well in service. If Owner chooses to keep the well in services, JEA shall install a back-flow prevention device at JEA's cost. Following completion of the installation of the water and wastewater infrastructure, Owner shall be responsible for having the back-flow prevention device inspected every two years by a licensed plumber or certified back-flow prevention tester in order to ensure that the back-flow device is functioning properly. If Owner fails to have such inspection performed within 30 days of receiving a notice that an inspection is required, JEA shall be authorized to perform the inspection, and Owner shall reimburse JEA for any costs associated with the inspection.
4. If JEA determines in its sole discretion that a Low Pressure System (LPS) is required to transport wastewater from the Property to the JEA wastewater system, JEA may install the LPS at its cost and shall provide a one-year plumbing warranty for the LPS. Following the expiration of the warranty period, maintenance and repairs to the LPS shall be the sole responsibility of the Owner.
5. The Owner grants permission to JEA, its agents, employees and independent contractors to enter the Property in order to construct a new water and wastewater service connection, including the abandonment of any existing septic tanks.
6. Owner acknowledges that the route of the installed water and wastewater infrastructure system from Owner's property to the connection point shall be in the sole discretion of JEA.
7. 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. 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, JEA will resurface the cut area only in accordance with City of

Jacksonville standards. The Owner will be requested to inspect the Property at the completion of the work.

8. After initial installation as set forth in paragraph 2 herein, and inspection and acceptance by Owner, all such piping and 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 potable water to the Property or to deliver the wastewater to JEA's System.

9. The Parties agree that the on-site Owner's Systems will be connected to the JEA Systems 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.

10. Upon acceptance by Owner of the Owner's Systems, 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.

11. Owner hereby acknowledges and agrees that Owner has been advised and understands that JEA will, without any further action required, start water and/or wastewater service(s) in the JEA account holder's name at the Property upon completion of water and wastewater system improvements and connection of the Property to JEA's water and wastewater systems(s) as contemplated by this Agreement. Owner further acknowledges and agrees that Owner is solely responsible for notifying any tenants of this acknowledgement and/or standard costs to transfer JEA service to a new account holder.

12. Owner, for itself, its heirs, personal representatives, successors and assigns, hereby agrees as a condition of entering into this Agreement, accepting the installation of the Owner's Systems and all related piping and equipment from JEA, and obtaining JEA's authorization to connect to JEA's Systems, 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 piping and equipment; any and all past occurrences and/or events relating to the operation of the water and wastewater system at the Property.

13. Notwithstanding anything to the contrary herein, JEA and/or the City may remove the Property from the Program at any time in their sole discretion. In the event City or JEA makes such a determination, JEA shall deliver notice to Owner and this Agreement will terminate and be rendered null and void. Owner acknowledges JEA shall have no obligation to perform the water and wastewater system improvements contemplated herein in the event the Property is removed from the Program.

14. 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.

15. 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.

16. 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.

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

[execution on following page(s)]

SAMPLE

WITNESSES:

OWNER:

Witness #1 Signature (required)

RIVERVIEW PROPERTY OWNER

Witness #1 Printed Name (required):

Witness #1 Address (required):

Witness #2 Signature (required)

Witness #2 Printed Name (required):

Witness #2 Address (required):

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__, by RIVERVIEW PROPERTY OWNER, who is/are _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of _____

WITNESS:

JEA, a body politic and corporate

Print: _____

By: _____
Michael Corbitt
Director, Real Estate Services

Witness #1 Address:

Print: _____

Witness #2 Address:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by Michael Corbitt, as Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He is _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Print Name: _____
Notary Public, State of Florida

Exhibit A

The Property

RE#: 000000-0000
Address: 1234 Riverview St.

Lots 1 and 2, FAIRVIEW POINT, according to plat thereof as recorded in Plat Book 22, Page 98, of the current public records of Duval County, Florida

SAMPLE