

MAGNOLIA GARDENS

WASTEWATER TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made and entered this ___ day of _____, 20__ by and between Wakulla County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____ (Property Owner), whose address is _____ (Address of Property Owner), hereinafter referred to as "Owner".

WITNESSETH

WHEREAS, the County is planning, designing and implementing the construction of an expansion of the County's wastewater utility system to include Magnolia Gardens (the "Magnolia Gardens Expansion"), which is being funded by a grant from Florida Department of Environmental Protection administered through Northwest Florida Water Management District (the "Grant"); and

WHEREAS, Owner's property, which is identified by Parcel Identification Number _____, as assigned by the Wakulla County Property Appraiser, and located at street address _____ (the "Property"), is located within the Magnolia Gardens Expansion; and

WHEREAS, the Grant provides funds for the County to extend its wastewater collection system to the project area, to provide individual property connections, and onsite abandonment of existing septic systems; and

WHEREAS, the Owner desires to take advantage of this limited opportunity to connect to the County's wastewater utility system at no initial connection cost and has agreed to provide the County and its contractors and agents with a temporary construction easement for construction and access to the Property so that the County may connect the plumbing of the existing residence to the County's wastewater utility system and abandon the existing septic system; and

WHEREAS, Owner and the County now desire to enter into this temporary construction easement agreement setting forth the terms under which the Owner's Property will be connected to the County's wastewater utility system.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.
2. **RECORD OWNER.** Owner represents that he or she is vested with fee simple title of record to the Property. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement.

3. CONSTRUCTION EASEMENT.

a. It is the purpose of this Easement to grant a temporary non-exclusive construction and access easement over, on, under, upon, and across the Property at all times to perform all acts necessary to enable the County to connect the plumbing of the existing residence on the Property to the County's wastewater utility system and abandon the existing on-site septic system, all of which the County shall be authorized to perform in its sole discretion.

b. In consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Owner, the adequacy and receipt of which are hereby acknowledged, Owner hereby voluntarily grants, creates, conveys, and establishes a temporary construction and access easement for and in favor of the County, its employees, contractors, and agents, upon the Property for the purposes described herein which shall run with the land and be binding upon the Owner and its successors and assigns, and shall remain in full force and effect for the duration provided herein.

c. No right of access by the general public to any portion of the Property is conveyed by this Easement.

d. This Easement shall remain in full force and effect until the existing residence on the Property is successfully connected to the County's wastewater utility system and the existing onsite septic system is properly abandoned or within 3 years from the date this Easement is recorded (whichever date is earlier), unless otherwise extended in writing by Owner and County. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Wakulla County, Florida.

4. RESTORATION OF PROPERTY. Owner acknowledges that heavy equipment will be needed on Owner's property for the construction process. The County agrees to use all due care while on the Property and will cover the disturbed areas with dirt after the piping and other appurtenant wastewater facilities are installed and the existing onsite septic system is abandoned, but the Owner agrees to be responsible for any property restoration after the completion of work called for hereunder, including seeding or resodding, any replantings, and restoration of any other disturbed surfaces such as driveways and sidewalks.

5. INDEMNIFICATION. The County's liability is limited by Section 768.28, Florida Statutes and nothing herein shall operate to waive the County's sovereign immunity. Owner agrees to indemnify and save harmless the County against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of any work or thing whatsoever done by County in or about the Property pursuant to this Easement Agreement.

6. APPLICABLE LAW. This Easement Agreement shall in all respect be governed by the laws of the State of Florida.

7. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

8. NON-SEVERABILITY. It is understood by the parties that this Easement Agreement is a unified agreement and if any provision hereof or application thereof to any person shall be held invalid or unenforceable, such holding shall invalidate and render unenforceable all other provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

WAKULLA COUNTY, FLORIDA:

PROPERTY OWNER:

By: _____
David Edwards,
County Administrator

By: _____
Print Name: _____
Phone Number: _____
Email: _____

WITNESS:

Print Name: _____

PROPERTY OWNER NOTARIZATION
STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by _____, who is personally known to me or produced _____ as identification (circle one).

(SEAL)

Signature of Notary Public

Print, Type/Stamp Name of Notary

Please note this document will be recorded in the Official Records of Wakulla County Florida