

Prepared by and
Return to: _____
Address: _____
Address: _____
Parcel ID No.: _____

PUMP STATION USE AND EASEMENT AGREEMENT

THIS PUMP STATION USE AND EASEMENT AGREEMENT (Agreement) is made and entered into by and between (A) _____, hereinafter referred to as " _____," whose principal address is _____ and (B) _____, a Florida corporation, hereinafter called " _____," whose principal address is _____.

W I T N E S S E T H:

WHEREAS, (A) _____ owns and operates a wastewater pump station on its property in [insert name of town or subdivision], Parcel ID No. _____, described in Exhibit A; and

WHEREAS, (B) _____ owns the adjacent parcel, Parcel ID No. _____, described in Exhibit B, and desires to send its wastewater flow to _____'S pump station.

NOW, THEREFORE, based upon the mutual promises and representations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

2. (A) _____ currently maintains a wastewater pump station and related piping systems (hereinafter the "System)."
[Note: if the pump station and related systems are to be constructed, then add additional language regarding which party(s) is responsible for design, construction and funding.]

3. (A) _____ agrees that (B) _____ may, at _____'S sole cost and expense, connect to the System and use the System to capture and pump the wastewater from its parcel, and (B) _____ shall have the easement rights to install and maintain utility lines underground to effect the connection, according to the plans contained in Exhibit C. (B) _____'S use of the System shall be subject to, and (B) _____ hereby agrees to comply with the requirements of the Pasco County's Code of Ordinances, Chapters 46 and 110.

4. Commencing on the date that (B) _____ connects to the System as described above, the parties to this Agreement agree to share responsibility for payment of the reasonable out-of-pocket costs to maintain and, if necessary, replace the pump station, as follows:
(A) _____ is responsible for payment of fifty (50) percent of such costs and
(B) _____ is responsible for payment of fifty (50) percent of such costs.

5. (A) _____ shall have primary responsibility to maintain the System; however, in the event (A) _____ is unwilling or unable to affect necessary maintenance or repair of the System, (B) _____ shall have the right to perform such work. Except in the case of an emergency, in which event prior written notice is not required, prior to either party undertaking any maintenance or replacement costs for the Pump Station, the party conducting the work shall first notify the other party in writing of such costs. The party so notified shall then have five (5) days after receipt of such notice to approve such costs, in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. The parties agree to reasonably cooperate and to act in good faith regarding the notification, approval, and payment of such costs. (B) _____ shall have the responsibility to maintain the piping and lines located on its property.

6. In consideration of having made this Agreement both parties shall indemnify, defend, and hold harmless the other from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Agreement, provided that any such liability, claim, suit, demand, damage, loss, or expense is:

a. Attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; and

b. Caused in whole or in part by an act or omission of the indemnifying party, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or caused by any occurrence on the indemnifying party's property.

7. Any notice required or permitted to be given under this Agreement shall be deemed given if delivered personally to an officer or partner of the party to be notified or sent by:
1) certified mail, postage prepaid, return receipt requested; or 2) overnight courier service, and addressed as follows:

(A) _____ :

(B) _____ :

8. This Agreement contains the entire agreement between the parties and, except as otherwise provided in this Agreement, can only be changed, modified, amended, or terminated by an instrument in writing executed by the parties.

9. No release, discharge, or waiver of any provision of this Agreement shall be enforceable against or binding upon the (A) _____ or (B) _____ unless in writing and executed by the (A) _____ or (B) _____, as the case may be.

10. The agreements, terms, provisions, covenants, and conditions contained in this Agreement shall be binding upon and inure to the benefit of the (A) _____ and (B) _____ and, to the extent permitted in this Agreement, their respective successors and assigns.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Pasco County, Florida.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

13. This Agreement shall be binding upon and the benefits of this Agreement shall inure to all successors or assigns of the Parties to this Agreement.

14. This effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement ("Effective Date").

15. This Agreement shall be recorded in the official records of Pasco County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, _____.

(SEAL) (A) _____

ATTEST: _____ BY: _____

Print

Its _____

Title

(SEAL) (B) _____

ATTEST: _____ BY: _____

Print

Its _____

Title

EXHIBIT A

EXHIBIT B

EXHIBIT C