AGREEMENT

This Agreement made and entered into this ___ day of _____, 20___, by and between the City of Tampa, a Municipal Corporation of the State of Florida, hereinafter referred to as the City, and _____ hereinafter referred to as Owner/Developer.

WITNESSETH THAT:

WHEREAS, Owner/Developer has constructed public water distribution facilities in the City's Service Area in Hillsborough County, Florida, in accordance with Work Order Number (_____) and the Plan Entitled "_____", prepared by "_____", on file at the office of the Water Department and by reference made a part hereof, and has asked that the City accept for ownership, maintenance and operation the said public water distribution facilities; and

WHEREAS, Owner/Developer affirms that it is either the Owner of the Facilities identified herein or has been authorized by the Owner and possesses the legal power to act on behalf of the Owner to convey the property interests to the City; and

WHEREAS, with the anticipated connections to the system, it is economically feasible for the City to accept ownership upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, WITNESSETH:

That, for and in consideration of the premises and the mutual covenants hereinafter contained to be kept and performed by the parties hereto, they hereby agree, for themselves, their successors and assigns, as follows:

Section 1. City, simultaneously with the complete execution of this Agreement, shall assume ownership, maintenance and operation of the public water distribution facilities installed by Owner/Developer (the "Distribution Facilities") consisting of all water facilities installed within the public ROW and/or within a designated area outside of the ROW and/or within an easement granted to the City for said facilities. See attached Exhibit 1 – Engineer of Record Certification of Materials.

Section 2. Owner/Developer hereby donates to City the Distribution Facilities and further guarantees the Distribution Facilities against any defects in workmanship and materials for a period of thirteen (13) months following the date of this Agreement. Under this guarantee, Owner/Developer shall repair and replace without delay, at its own expense, any faulty Distribution Facilities, correct any failure of any part of the Distribution Facilities to perform in accordance with the specifications for the Distribution Facilities, and repair and replace any Distribution Facilities damaged by any such failure.

Section 3. Nothing herein contained shall be construed as in any manner relieving, exempting or discharging Owner/Developer, its successors and assigns, of and from paying the charges for water furnished, other such charges as may be delineated in the Owner/Developer's commitment for water services, or as such charges shall hereafter be fixed and prescribed by the ordinances of City.

Section 4. See attached Exhibit 2 - Engineer of Record Certification of Construction Costs.

Section 5. In connection with this Agreement, the Owner/Developer hereby covenants and

agrees that Owner/Developer shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the Owner/Developer acknowledges that if the Owner/Developer fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the Owner/Developer to debarment from any future City contracts or agreements.

Section 6. By signing this standard Agreement form, which has been approved by the Tampa City Council, you, as the Owner/Developer or representative of same, hereby represent that no change to this standard Agreement form has been made.

Section 7. Owner/Developer affirms that it is either the Owner of the Facilities identified herein or has been authorized by the Owner and possesses the legal power to act on behalf of the Owner to convey the property interests to the City and that there are no liens attached to the property conveyed. Owner/Developer further affirms that the property where the facilities are located are free from environmental contamination and agrees to indemnify and hold the City harmless from any and all claims including environmental contamination, and challenges to legal title, losses, and expenses of any kind including actual attorney fees as a condition of the City accepting title to the property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names by duly authorized officers, attested and their corporate seals affixed hereunto, the day and year first above written.

ATTEST:

_____
Witness Signature

_____
Print/Type Name

_____
Witness Signature

_____
Print/Type Name

OWNER/DEVELOPER

_____(SEAL)
Signature

_____
Print/Type Name

_____
Print/Type Position Title

ATTEST:

_____
City Clerk/Deputy City Clerk

CITY OF TAMPA:

_____(SEAL)
Mayor

Approved as to Legal Sufficiency:

_____
Assistant City Attorney

If no Corporate Seal, must have two witness signatures. Witness signature cannot be the same as the President or authorized Corporate Officer to execute and bind Corporation to terms of the Agreement. If a Corporate Seal is used, then a Corporate Secretary signature serving as one witness is sufficient. (Corporation)