WATER CONNECTION INCENTIVE AGREEMENT

This is an agreement entered into between the City of Palm Bay, Florida ("City") and _____, the "Program Recipient", to participate in the City's Water Connection Incentive Program. The Program Recipient has previously filled out an application for water service at _____, (the "Property") located in Palm Bay, Florida and being more particularly described in Exhibit "A". In return for the Program Recipient agreeing to pay applicable rates, fees, and charges and otherwise complying with the City's service policies, ordinances, and resolutions, the City agrees to provide a maximum length of 75 linear feet of water distribution pipe to connect the Property from the residence to the point of service, and hereby waives the cost of installation and permit fees associated with this line installation. The Program Recipient, its successors and assigns, in consideration of receiving the benefits of the program and other good and valuable consideration agree that this program is subject to the following terms and conditions:

(1) Code of Ordinances of the City of Palm Bay, Florida

(2) Palm Bay Land Development Code

(3) Palm Bay Rate Resolutions and Ordinances

(4) This Agreement creates no vested rights and shall not be construed as a guarantee of water service capacity. The City may permit connections to its water system only if it may lawfully do so and would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. The Program Recipient expressly agrees that it shall have no claim or cause of action against the City for its observance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its sanitary water lines into the City's Water System.

(5) The Program Recipient hereby agrees to disclose to any future purchaser, successors or assigns that this Agreement is in existence and is binding upon any and all future purchaser or other such successors or assigns. In addition, the City shall record this Agreement in the public records.

(6) The permission to connect granted hereunder is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction for beneficial occupancy of adequate distribution, transmission and treatment facilities at or connected to the City Water System. The City agrees to provide up to a maximum length of 75 linear feet of water distribution pipe to connect the Property from the residence to the point of service, and hereby waives the cost of installation and permit fees associated with this line installation.

(7) Program Recipient hereby grants and gives the City the exclusive right or privilege to construct in, under, over and across the Property up to the residence and including the point of connection. Program Recipient further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property during the installation.

(8) This agreement is a covenant upon and runs with the property, and the parties agree that this agreement is based upon adequate and sufficient consideration running to both parties hereto.

(9) The Program Recipient, expressly agrees to hold harmless the City of Palm Bay, including but not limited to its respective officers, directors, agents, and employees herein called the "City" from any and all liability for damages to persons or property caused in whole or in part by any act, omission, or default by the City of Palm Bay in the installation of the pipe referred herein,

The Program Recipient acknowledges that they have read and understood the contents of this agreement and signs the same of their own free will.

Dated this _____ day of _____, 20___.

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

Before me, the undersigned authority, personally appeared _____, who was sworn and says the facts stated in the foregoing document are true and correct to the best of his/her knowledge and understanding.

_____ _____

_____ _____

Printed Name: CUSTOMER Printed Name: CUSTOMER

SWORN TO and subscribed this _____day of_____, 20___ by _____

_____, who is personally known to me or produced _____

_____as identification.

_____

NOTARY PUBLIC, State of Florida