

**AGREEMENT FOR DECORATIVE PLANTINGS
AND LANDSCAPE MAINTENANCE**

THIS AGREEMENT, made and entered into this 7 day of Nov, 2013, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, Florida 34601, hereinafter referred to as "**County**", and Hernando Bch Property Director, whose address is PO Box 13498, hereinafter referred to as "**Applicant**".

Spring Hill FL 34611

WITNESSETH:

WHEREAS, the County owns the parcel or Right-of-Way at Spook Line Blvd
Dawson Blvd;

WHEREAS, the applicant desires to install decorative plantings and or landscaping in the **County** Right-of-Way at the address or location listed above and maintain such decorative plantings and/or landscaping now therefore,

IN CONSIDERATION of mutual covenant and conditions provided for in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties hereto do mutually agree as follows:

1. **LANDSCAPING.** The **County** approved the installation of decorative plantings and/or landscaping within the **County** Right-of-Way at or near the address or location description provided by the **Applicant** and subject to the issuance of a permit by the **County**. The **Applicant** shall be responsible for the installation, construction, repair and maintenance of the decorative plantings and/or landscaping. The **Applicant** shall be financially responsible for any damage to the roadway, road right-of-way or drainage conveyance and shall notify the county if such damage occurs. The **Applicant** shall be responsible for securing all necessary applicable government permits for the installation.

Landscaping shall be installed and maintained in accordance with the Florida Department of Transportation's Rule 14-40 and Roadway and Traffic Design Standards, Index. No. 546, and Hernando County Landscaping Guidelines.

The **Applicant** will facilitate the development of healthy vegetation and an aesthetically pleasing site, while at the same time pruning and/or trimming parts thereof which could present a visual hazard for those using the roadway.

While performing maintenance or construction activities, basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual of Uniform Traffic Control Devices.

The **Applicant** understands that landscaping may have to be removed, relocated, etc. during roadway construction or modifications, and that such relocation or replacement of landscaping will be done at the **Applicant's** expense. The **County** agrees to notify the **Applicant** sixty (60) days in advance of such modifications..

2. **RELEASE.** The **Applicant** does hereby release the **County** and its agents and employees from any claim of damages now existing or hereafter accruing relating in any way to the provisions of this Agreement.
3. **INDEMNITY.** The **Applicant** does hereby agree to indemnify and hold the **County** harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorney's fees), causes of actions, judgments, and/or liabilities arising out of or resulting from, in any fashion, the approval of the Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.
4. **LITIGATION.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorney fees and further including any costs or attorneys' fees incurred with respect to any appellate or bankruptcy proceedings related thereto.
5. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.
6. **AMENDMENTS.** This Agreement may be amended by mutual written agreement of the parties and only by such duly authorized written agreement, properly executed and the same formality of this Agreement.
7. **TERM AND TERMINATION.** This Agreement shall continue in full force and effect until mutually terminated by both parties. The **County** may only terminate the Agreement if the **Applicant** remains in breach of its maintenance obligations hereunder following thirty (30) days advance written notice to the **Applicant** describing the alleged breach. If the **Applicant** fails to cure the breach within such thirty (30) day period, at the end of such period the **Applicant** shall restore the **County's** right-of-way to the pre-existing condition or the parties will enter into an alternative written agreement concerning the maintenance.

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

APPLICANT:

Sign: Frances Baird
Print: Frances Baird

COUNTY:

Sign: _____
Print: _____
Title: _____
Permit #: _____

Approved to as Form and
Legal Sufficiency:

County Attorney's Office