

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered into on this _____ day of _____, 2026, between Ronald W. Hutton, 33448 Rowntree Drive, Dade City, Florida 33523, ("Owner") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, ("County").

WHEREAS, Ronald W. Hutton is the owner of certain real property located on Rowntree Drive, further described as:

The North 468.0 feet of the East 298.42 feet of the West 323.42 feet of the East ½ of the NE ¼ of the SE ¼ of Section 15, Township 23 South, Range 21 East, Hernando County, Florida.

Parcel Key 396618

Parcel Identification Number: R15 423 21 0000 0440 0000

WHEREAS, the County desires access through the privately owned property described above for the purpose of setting up and operating pumps to support flood relief efforts for area residents, in the event of flooding following a storm event for the purpose of public safety and environmental protection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Right of Entry:

The purpose of this Agreement is to grant the County a non-exclusive right to access and enter the property described above ("Property") for the setup and operating of pumps to support flood relief following storm-related flooding. The County shall exercise this right in a manner that minimizes disruption to the Owner's use and enjoyment of the Property to the extent practicable.

2. Scope of Work:

For this one-time occurrence: The County shall conduct the work in accordance with applicable laws, regulations, and industry standards.

3. Term:

The term of this Agreement shall commence on the Effective Date and shall continue solely for the duration necessary to install, operate, and remove pumps and related equipment as needed by the County. Access under this agreement is limited to such times as are reasonably necessary to perform these specific activities. Either the Property Owner or the County may terminate this Right of Entry at any time, with or without cause, by providing written notice to the other party. Termination shall be effective sixty (60) days after receipt of such notice, unless a different effective date is mutually agreed upon in writing.

Further, this right of entry is personal to the Grantor and is not transferable or assignable to any subsequent owner of the property. This right of entry shall automatically terminate upon the transfer of title to a new owner, regardless of whether the condition that triggered the right of entry still exists. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

4. Conditions of Entry:

The County agrees to comply with the following conditions while accessing the Property: Access shall be limited to the areas necessary to fulfill the purpose described in Section One (1). The County shall take all reasonable measures to minimize any disruption or damage to the Property. The County shall take all necessary precautions to ensure the safety of its personnel and equipment while on the Property.

5. Governing Law:

The County shall comply with all applicable laws, regulations, and ordinances in connection with its activities on the Property as governed by and construed in accordance with the laws of the State of Florida.

6. Entire Agreement:

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Owner: RONALD W. HUTTON

Signature: *Ronald W. Hutton*

Printed Name: Ronald W. Hutton

Date: 2-10-26

HERNANDO COUNTY, a political subdivision
of the State of Florida

By: _____

Print name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
County Attorney's Office