

LRECD - 102 dated 11-17-11
Prepared By & Return To:
Kris. Dean, P.E.
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458

STANDARD DEVELOPER AGREEMENT

P# _____

THIS AGREEMENT MADE AND ENTERED INTO this _____ day of _____, _____, by and between LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as the "District" and the undersigned, hereinafter referred to as "Developer", with regard to the property described in Exhibit "A", attached hereto and made a part hereof, (the "Property"). References herein to the "Rule" or "Rules" shall mean the Rules of the Loxahatchee River Environmental Control District as same may be amended from time to time hereafter, which are hereby incorporated by reference.

IN CONSIDERATION of the covenants and agreements herein set forth, the parties agree as follows:

1. PROVISION OF RESERVE AVAILABILITY

The District shall provide Reserve Service Availability, as same is defined in Rule 31-10, in the Regional Wastewater System of the District to the extent of ___ equivalent connections, as same are defined in Rule 31-10, for the Property.

2. TERMS OF ACCEPTANCE

Upon signing this Agreement, Developer shall pay to the District the sum of _____ THOUSAND HUNDRED and 00/100ths (\$_____)Dollars. This sum represents the following charges:

- (a) The Administrative, Legal, Engineering and Inspection expenses of \$138.22 per equivalent connection. \$ _____
- (b) The equivalent of Four (4) quarterly service availability standby charges for the equivalent connections of Paragraph 1. \$148.52/ec/yr \$ _____
- (c) The Regional Transmission System Line Charges per Rule 31.10.005(2) of \$658.00 per equivalent connection. \$ _____

3. QUARTERLY SERVICE AVAILABILITY STANDBY CHARGE

Additional Quarterly Service Availability Standby Charges, as defined in Rule 31-10 for each equivalent connection shall be collected quarterly from the Developer until the Plant Connection Charges have been paid as provided for in Paragraph 4.

4. PLANT CONNECTION CHARGES AND COMMENCEMENT OF QUARTERLY SERVICE CHARGES

Prior to making actual physical connection of a building on the Property to the Regional Wastewater System the Developer shall pay the Plant Connection Charge per Rule 31.10.005(2) of \$1,986.00 per equivalent connection. Immediately upon such physical connection, the Developer shall begin paying the Quarterly Service Charge in effect at that time. If a Property Owner's Association, or equivalent has been, or is to be formed, that association will be responsible for payment of the Quarterly Service Charges for all units constructed under this agreement. Prepaid Quarterly Sewer Service Availability Standby Charges shall be prorated as of the time of physical connection, so that (a) the Developer shall receive either a credit against the Plant Connection Charge, or other fees and charges due to the District, otherwise a cash payment back to the Developer, equal to the unexpired prepaid Quarterly Service Availability Standby Charges, or 10 1/2 Months of Prepaid Quarterly Service Availability Standby Charges, whichever is less, and (b) the District shall retain the remaining portion of the Quarterly Service Availability Standby Charges.

5. DEFAULT

Upon failure of the Developer to pay any monies due under this Agreement for any period greater than ninety (90) days from the date they become due, this Agreement shall be deemed in default, and shall become null and void; and in that event any Quarterly Service Availability Standby Charges or Regional Transmission System Line Charges paid or prepaid shall be retained by the District, and the provision of reserve service availability to the extent of the number of equivalent connections set forth in Paragraph 1 hereof for the Property shall terminate.

(2) This Agreement may be reinstated after default for failure to make the quarterly service availability standby charge payment(s) if:

- (a) Sewer capacity exists for this Agreement at the time of such reinstatement, and
- (b) The missed quarterly service availability standby charge payments do not extend beyond the existing twelve (12) months of prepaid service availability standby charges; and
- (c) The missed service availability standby charge payments, a reinstatement fee equal to two and one-quarter (2.25) times the missed Service Availability Standby Charge payments, and the Plant Connection Charge at the rate set forth in paragraph 4 above, shall all be paid in full before the expiration of said twelve (12) months referenced in 5(2)(b) above.

6. TRANSFERABILITY OF RESERVE SERVICE AVAILABILITY

Any assignment of any part or all of Developer's interest in this Agreement shall only be in the form LRECD-106 dated 1-1-98 incorporated herein by reference. The assignment of Reserve Service Availability for an undeveloped lot which is to be sold shall be in the form of the prepayment of the estimated Plant Connection Charge at or prior to the time of sale of the lot. The Reserve Service Availability under this Agreement may not be transferred from the Property to any other property.

7. ALLOCATION OF SERVICE AVAILABILITY

In the event that, from time to time, in the opinion of the District, Reserve Service Availability shall be insufficient to meet the expected demand, therefore, then the District shall proportionately allocate such Reserve Service Availability.

8. ATTORNEY'S FEES

In the event litigation is necessary to enforce the provisions of this Agreement, the District shall be entitled to an award of its reasonable attorney's fees and costs provided it is determined to be the prevailing party by the court.

9. RECORDATION

A copy of this Agreement may be filed in the records of the county where the Property is located without the plans and specifications referred to below.

10. ADDITIONAL FACILITIES

Any new wastewater facilities constructed by the Developer and connected to the District's Regional Wastewater System shall be constructed at the Developer's expense in accordance with final plans and specifications approved by the District, a copy of which shall be kept on file at the office of the District; and shall, upon completion, be conveyed to the District by provision of the following items in a form acceptable to the District: 1.) Bill of Sale 2.) Grant of Easement 3.) Maintenance Bond or Letter of Credit 4.) As-Built Drawings 5.) Certification by Project Engineer 6.) Plat of the Project. The aforesaid final construction plans and specifications shall be prepared and carried out in accordance with District Rules, and published procedures as contained in the District Manual of "Construction Standards and Technical Specifications", form LRECD-123 dated April, 2012 incorporated herein by reference.

11. DEDICATION OF LAND

Developer agrees that, upon demand, it shall grant and convey to the District, without additional consideration, all required easements and rights-of-way in the Property as the District may, from time to time hereafter request, based upon the criteria of utilization for utility purposes related to water, wastewater, I.Q. water, and stormwater.

12. PROPERTY LIEN RIGHTS

The District shall have a lien on the Property and premises serviced by it for all charges, until paid, for services provided to the Property or premises by the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of the state, county and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by the District by recording in the official records of the county in which the property is located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If 30 days after service has been made liens created under this section remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to reasonable interest and attorney's fees and other court costs.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal on the date of _____.

Signed, sealed and delivered
in the presence of :

DEVELOPER:

WITNESS SIGNATURE
Print Name:

By: _____
Print Name:
Title:

WITNESS SIGNATURE
Print Name:

FOR PURPOSES OF THIS AGREEMENT
THE OFFICIAL ADDRESS OF THE
DEVELOPER SHALL BE AS FOLLOWS:

Company Name

Street Address

City, State, Zip

PHONE: () _____

STATE OF _____
COUNTY OF _____

I hereby Certify that on this date of _____, personally appeared _____ known to me to be the person(s) described in and who executed the same, that I relied upon the following form(s) of identification of the above named person(s) _____.

Notary Seal

Notary Signature

Witnesses As To The District:

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT**

Print Name:

D. Albrey Arrington, Ph.D.
Executive Director

Print Name:

FOR PURPOSES OF THIS AGREEMENT
THE OFFICIAL ADDRESS OF THE
DISTRICT SHALL BE AS FOLLOWS:

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT
2500 JUPITER PARK DRIVE
JUPITER, FLORIDA 33458-8964**

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby Certify that on this date of _____, personally appeared D. Albrey Arrington, Ph.D., Executive Director, known to me to be the person described in and who executed the same, that I relied upon the following form(s) of identification of the above named person _____.

Notary Seal

Notary Signature