

LRECD - 102 dated 04-01-2025  
Prepared By & Return To:  
Kris Dean, P.E. Deputy Director  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458

STANDARD DEVELOPER AGREEMENT  
Pre-Paid

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 \_\_\_\_\_ Dollars (\$\_\_\_\_.\_\_\_\_). This sum represents the following charges:

- (a) The Administrative, Legal, Engineering and Inspection expenses of \$183.40 \$ \_\_\_\_\_  
per equivalent connection.
- (b) The Plant Connection Charge per Rule 31.10.005(2) of \$1,953.00 \$ \_\_\_\_\_  
per equivalent connection.
- (c) The Regional Transmission System Line Charges per Rule 31.10.005(2) of \$1,268.00 \$ \_\_\_\_\_  
per equivalent connection.

QUARTERLY SERVICE AVAILABILITY STANDBY CHARGE

Not applicable to this pre-paid Agreement.

4. PLANT CONNECTION CHARGES AND COMMENCEMENT OF QUARTERLY SERVICE CHARGES

Plant Connection Charges per Rule 31.10.005(2) of \$1,953.00 per equivalent connection have been pre-paid. Immediately upon such physical connection, the Developer shall begin paying the Quarterly Service Charge in effect at that time.

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.

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 Engineer of Record 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 Minimum Construction Standards and Technical Specifications", latest revision, 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:  
Address:

By: \_\_\_\_\_  
Print Name:  
Title:

\_\_\_\_\_  
WITNESS SIGNATURE  
Print Name:  
Address:

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

\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip

PHONE: (      ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_,  
who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

Notary Seal

\_\_\_\_\_  
Notary Signature

Witnesses As To The District:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

\_\_\_\_\_  
Print Name:

Address:

\_\_\_\_\_  
D. Albrey Arrington, Ph.D.  
Executive Director

\_\_\_\_\_  
Print Name:

Address:

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

The foregoing instrument was acknowledged before me by means of physical presence  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by D. ALBREY ARRINGTON, Ph.D.,  
Executive Director of the Loxahatchee River Environmental Control District,  
on behalf of L.R.E.C.D., who is personally known to me.

Notary Seal

\_\_\_\_\_  
Notary Signature

**EXHIBIT "A"**