

Prepared by:
Laura Niemann
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

EXHIBIT "L"

LOW PRESSURE SEWER SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 202____ between _____ (hereinafter referred to as "Owner") whose address is _____ and **SEACOAST UTILITY AUTHORITY** (hereinafter referred to as "Authority") whose address is 4200 Hood Road, Palm Beach Gardens, Florida 33410.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

(hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to obtain sanitary sewer service for the Property by means of connection to Authority's sewer system; and

WHEREAS, in order to connect to Authority's sewer system, it will be necessary for Owner to install, operate and maintain a grinder pump system to collect wastewater generated on the Property, grind it, and pump it to a point of connection to Authority's sewer system.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Authority hereby agrees to provide sanitary sewer service to the Property subject to prevailing Authority policy and practice as well as the terms set forth herein.
3. Owner agrees to install the grinder pump system (pump station, control panel, force main, emergency generator receptacle, etc.) at Owner's sole cost and expense and in strict accordance with Authority's service code as it may be amended from time to time. Owner acknowledges that said code requirements include installing a reduced pressure backflow preventer at Owner's water meter and proper decommissioning of Owner's septic tank once the new grinder pump system is operational.
4. Owner agrees to own grinder pump system and to be solely responsible for the operation, maintenance, repair, or replacement of the grinder pump system. In no event shall Authority have any responsibility for the installation, operation, maintenance, repair, or replacement of the grinder pump system or any costs associated therewith.

5. Owner agrees to protect the grinder pump station from damage and to ensure that no trees or shrubs will be located closer than six feet to the pump station or the service line.
6. Owner agrees to maintain at all times a maintenance/service agreement for the grinder pump system with a person or firm (“Central Management Entity”) experienced with wastewater pumping facilities and acceptable to Authority. Said agreement shall include provisions for both regular maintenance and twenty-four-hour emergency responses. Said agreement shall include twenty-four-hour contact information including a toll-free telephone number. Authority will require Owner to provide documentary evidence of the maintenance/service agreement required by this section annually. Owner acknowledges and agrees that Owner’s failure to provide such documentary evidence in a timely manner and in a form acceptable to Authority may result in termination of service as set forth in Section 8 of this agreement.
7. Owner agrees that Authority shall have the right, but not the obligation to enter upon the Property and to perform such remedial action as Authority, in its sole judgment, deems necessary to protect public health and safety. Owner hereby agrees to indemnify and hold Authority harmless and to promptly reimburse Authority for all costs and expenses incurred by Authority in the event Authority performs such remedial actions.
8. Owner understands and agrees that Owner’s failure to abide by all covenants set forth in this Agreement shall be cause for disconnection of potable water and/or sanitary sewer service to the Property.
9. This agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the title to the Property and will forever benefit Authority and bind the Owner and all future owners of the Property, including, without limitation, their heirs, successors, legal representatives and assigns. Owner agrees to advise any purchaser or other transferee of the Property that the Property is served by a grinder pump system which is to be operated, maintained, repaired and replaced by the purchaser or other transferee pursuant to this Agreement.
10. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold Authority harmless from and against any and all liabilities, damages, claims, costs, and expenses, including attorneys’ fees, which may be imposed upon or asserted against Authority arising from or in any way connected with the installation, operation, maintenance, repair, or replacement of the grinder pump system, or failure of the grinder pump system to adequately service the Property.
11. This Agreement will be filed in the public records of Palm Beach County, Florida and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESS:

OWNER:

Signed, sealed and delivered
In the presence of:

Witness Signature

Signature

Print Name

Print Name

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 202____, by _____ of _____ who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

WITNESS:

SEACOAST UTILITY AUTHORITY:

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

By: _____
Rim Bishop, Executive Director

Attest: _____
Jessica Moore, Authority Clerk

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this _____ day of _____, 202____, by Rim Bishop and Jessica Moore, Chair
and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

Notary Signature

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires: