

Grinder Pump Ownership and License Agreement

This Grinder Pump Ownership and License Agreement (hereinafter "Agreement"), by and between _____, of _____, _____, Florida
Business or Individual Name Address City

(hereinafter "Licensor") and Brevard County, Florida, licensee, a political subdivision of the State of Florida (hereinafter "County").

WHEREAS, Licensor is the owner of certain land situated in Brevard County, Florida, more particularly described on Exhibit "A", attached hereto and incorporated by this reference, (hereinafter "Property"); and

WHEREAS, the County is the owner and operator of the utility that provides sanitary sewer services; and

WHEREAS, Licensor desires to receive sewer service from the County for the Property; and

WHEREAS, Licensor plans to install and connect a grinder pump to the County's sanitary sewer system in order to receive sewer service; and

WHEREAS, the County finds it in the interest of the health, safety, and welfare of its citizens to transition properties from septic systems to sanitary sewer services when feasible; and

WHEREAS, the County also recognizes that factors impacting the operation and maintenance of the grinder pump fall beyond the scope of the County's control, but many such factors are within Licensor's control; and

WHEREAS, in order to connect the grinder pump to the County's sanitary sewer system, Licensor agrees to retain private ownership and maintenance responsibilities of Licensor's on-site grinder pump and grant the County a license to access the Property to inspect the grinder pump at any time.

NOW THEREFORE, the parties agree as follows:

- 1.) Recitals. The recitals set forth above are true and correct and are incorporated into and made part of this Agreement by reference.
- 2.) License. For value received, Licensor grants to County an Irrevocable Inspection License for the purpose of allowing County employees access to enter the Property, without prior notice, to inspect the grinder pump system in order to assure that the Licensor is properly maintaining the grinder pump system.
- 3.) Term. It is the intent of the Parties that unless this Agreement is terminated pursuant to paragraph 6 hereinbelow that this Agreement shall continue in perpetuity.
- 4.) Covenants Run with Land. All rights granted, created and made herein shall run with the land and bind the Property.

- 5.) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 6.) Termination. This Agreement is irrevocable and Licensor may not terminate this Agreement or any rights or obligations hereunder without the express written consent of County.
- 7.) Obligations of Licensor. Licensor retains ownership of the grinder pump. Licensor is responsible for all maintenance and repairs to the grinder pump. Licensor retains, reserves, and will continue to enjoy the right to use the Property for any and all other purposes permitted by law. Licensor shall keep accessible and unobstructed Licensor's sewer system at all times in order for the County to perform any inspections. In consideration of County's authorization for Licensor to retain ownership of the sewer system, Licensor agrees to limit the discharges to the sewer system as required under Chapter 110 of the Brevard County Code of Ordinances and to properly maintain the sewer system so as to preclude the intentional or unintentional inflow or infiltration of storm water, rainwater, groundwater or other unpermitted water sources.
- 8.) Hold Harmless. In consideration of County's authorization for Licensor to retain ownership of the Licensor's grinder pump system, Licensor agrees to indemnify and hold harmless County, its officers, agents, and employees, from any damage of any type whatsoever to the Property or to persons related to County's access or inspection of Licensor's grinder pump system.
- 9.) Remedies. In the event that the grinder pump malfunctions or is damaged, the County reserves the right to discontinue sewer service to the Property if necessary to prevent damage to the County's sewer system, as well as any other remedies as provided by law, to include code enforcement action. If Licensor refuses to allow the County access to inspect the Licensor's grinder pump system, the County shall have the right to discontinue sewer service to the Property and any other remedies as provided by law. If any County inspection reveals that the Licensor has failed to comply with the requirements of Paragraph 7 hereinabove, County shall issue a notice of failure to perform to Licensor. The notice shall state there is a failure to comply with the requirements of Paragraph 7 above and shall provide Licensor with twenty-four (24) hours from the date the notice is received in which to correct the deficiency. If Licensor fails to correct the deficiency to the satisfaction of the County, then County shall be entitled to exercise all rights and remedies as provided by the Brevard County Code of Ordinances and under Florida Law.
- 10.) Amendment. This Agreement may be modified or amended in whole or in part only by a written instrument executed by both Licensor and the County.
- 11.) Attorneys' Fees and Costs. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses including, but not limited to, reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
- 12.) Recording. This Agreement shall be recorded in the Public Records of Brevard County, Florida.
- 13.) Venue and Governing Law. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in

and for Brevard County, Florida. **BOTH PARTIES AGREE TO WAIVER OF ANY RIGHT TO TRIAL BY JURY.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all applicable laws, rules or regulations enacted by governmental entities with jurisdiction as may be amended.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Licensor hereby grants this Grinder Pump Ownership and License Agreement to Brevard County.

WITNESS: _____ LICENSOR: _____
Signature Signature

Print Name _____ Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

(Notary Information Follows)

The foregoing instrument was acknowledged before me []by physical presence or []online notarization this ____ day of _____, 20____, by _____, a Principal in the firm of _____, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

EXHIBIT "A"-PROPERTY

Address:

Legal Description:

Parcel ID Number: