

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

City of Winter Park  
Dept. of Public Works  
401 Park Avenue, South  
Winter Park, Fl 32789

**AGREEMENT FOR THE MAINTENEANCE, REPLACEMENT, AND/OR REPAIR OF AN UNDERGROUND  
STORMWATER TREATMENT SYSTEM**

THIS AGREEMENT made this **Click to Enter Day** day of **Click to Enter Month**, 20 **Click to Enter Year**, by and between the CITY OF WINTER PARK, FLORIDA (hereinafter referred to as "City"), and PARK PLACE VILLAGE, LLC, a partnership, (herein referred to as "Owner").

WHEREAS, Owner presently owns the property located at **Click to Enter Property Location**, Winter Park, Florida, (the "Property"), which Property is within the corporate limits of the City of Winter Park, Florida; and

WHEREAS, Owner desires to install/construct an underground stormwater treatment system; and

WHEREAS, City Ordinance No. 2683 provides for the inspection and maintenance criteria associated with an underground stormwater treatment system;

WHEREAS, Owner understands that this agreement is a means of ensuring future maintenance, repair, or replacement of the underground stormwater treatment system will be the responsibility of the property owner;

WHEREAS, Owner agrees to submit to the City annual inspection and maintenance logs;

WHEREAS, Owner agrees to test the system for functionality as designed and to report test results to the City every three (3) years,

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The "Whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The City hereby authorizes and allows Owner to construct an underground stormwater treatment system on the property, said construction to be in accordance with criteria set forth in City Ordinance No. 2683, plans and specifications on file or to be on file with, and approved by the City.
3. At any time, the City may require, with reason, the maintenance, repairs, or replacement of the underground treatment system, by the Owner, at their own expense and that, if they should fail to do so within thirty (30) days of a written request from the City, the City may perform the aforesaid maintenance, repair, or replacement and impose the cost of work thereof as a lien against the Property. Such lien shall be on a parity or coequal with the lien of all state, county, district and city taxes, superior in dignity to all other liens, titles and claims. In the event of an emergency, the City shall have the right to maintain, repair, or replace the underground stormwater treatment system without notice to Owner and without any obligation or liability to Owner for damage to the property.
4. To the fullest extent permitted by law, Owner, jointly and severally, hereby indemnifies and agrees to hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the construction, location, and maintenance of the stormwater underground treatment system.
5. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the day and year first above written.

Signed, Sealed and Delivered CITY OF WINTER PARK, FLORIDA  
In the Presence of:  
401 Park Avenue South  
Winter Park, Florida 32789

**Click to Enter Signature**  
BY **Click to Enter Name**  
Print Name: **Click to Enter Print Name**  
Randy B. Knight, City Manager

**Click to Enter Signature**  
Print Name **Click to Enter Print Name**  
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this **Click to Enter Day** day of **Click to Enter Month**, 20 **Click to Enter Year** by Randy B. Knight, City Manager of the City of Winter Park, Florida, a municipal corporation, on behalf of said Municipal Corporation, who is personally known to me or who produced **Click to Enter Item Provided as Identification** as identification.

**Click to Enter Notary Public**  
NOTARY PUBLIC

My Commission Expires: **Click to Enter When Commission Expires**

**WITNESSES**

**Click to Enter Witness Signature**  
Print Name **Click to Enter Witness Print Name**

**OWNER SIGNATURE**

**Click to Enter Owner Signature**  
Print Name **Click to Enter Owner Print Name**  
Address **Click to Enter Owner Address**  
Winter Park, Florida **Click to Enter Owner Zip Code**  
Zip code

Print Name **Click to Print Name**

**OWNER SIGNATURE**

**Click to Enter Owner Signature**  
Print Name **Click to Print Name**  
Print Name **Click to Print Name**  
Address **Click to Enter Address**  
Winter Park, Florida **Click to Enter Owner Zip Code**  
Zip code

**Click to Enter Owner Signature**  
Print Name **Click to Print Name**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this **Click to Enter Day** day of **Click to Enter Month**, 20 **Click to Enter Year** by **Click to Enter Acknowledge By** and **Click to Enter Acknowledge By**. They are personally known to me or produced **Click to Enter Item provided as Identification** as identification.

**Click to Enter Notary Public Name**  
NOTARY PUBLIC  
Print Name **Click to Enter Notary Print Name**

My Commission Expires: **Click to Enter When Commission Expires**