

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$86,400.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$86,400.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund <u>4011</u>	Dept <u>721</u>	Unit <u>W006</u>	Object <u>6543</u>	

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No net fiscal impact. The developer will construct oversized lines and receive a credit against connection fees equal to the cost of oversizing.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John Smith 10-4-06
OFMB

John J. Jacobs 10/5/06
Contract Development and Control

B. Legal Sufficiency: 10-3-06 10-3-06 10-3-06 10-3-06

W. W. [Signature] 10/11/06
Assistant County Attorney

10/5/06 These amendments comply with all review requirements.

C. Other Department Review:

Department Director

SDA # 03-01021-000

**FIRST AMENDMENT TO STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this _____ day of _____, 2006, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "County," and **ANSCA Communities, LLC**, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement ("Agreement") on December 14, 2004, and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 17918, Page 337; and

WHEREAS, Property Owner has transferred ownership of a portion of the Property encumbered by the Agreement; and

WHEREAS, Property Owner and County wish to amend the Agreement to modify the legal description of the Property to reflect the transfer of ownership.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and County hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Exhibit A to the Agreement is replaced by Revised Exhibit A, which is attached hereto and incorporated herein.
3. All other provisions of the Agreement, dated December 14, 2004, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Clerk (or Deputy Clerk)

**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Tony Masilotti, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

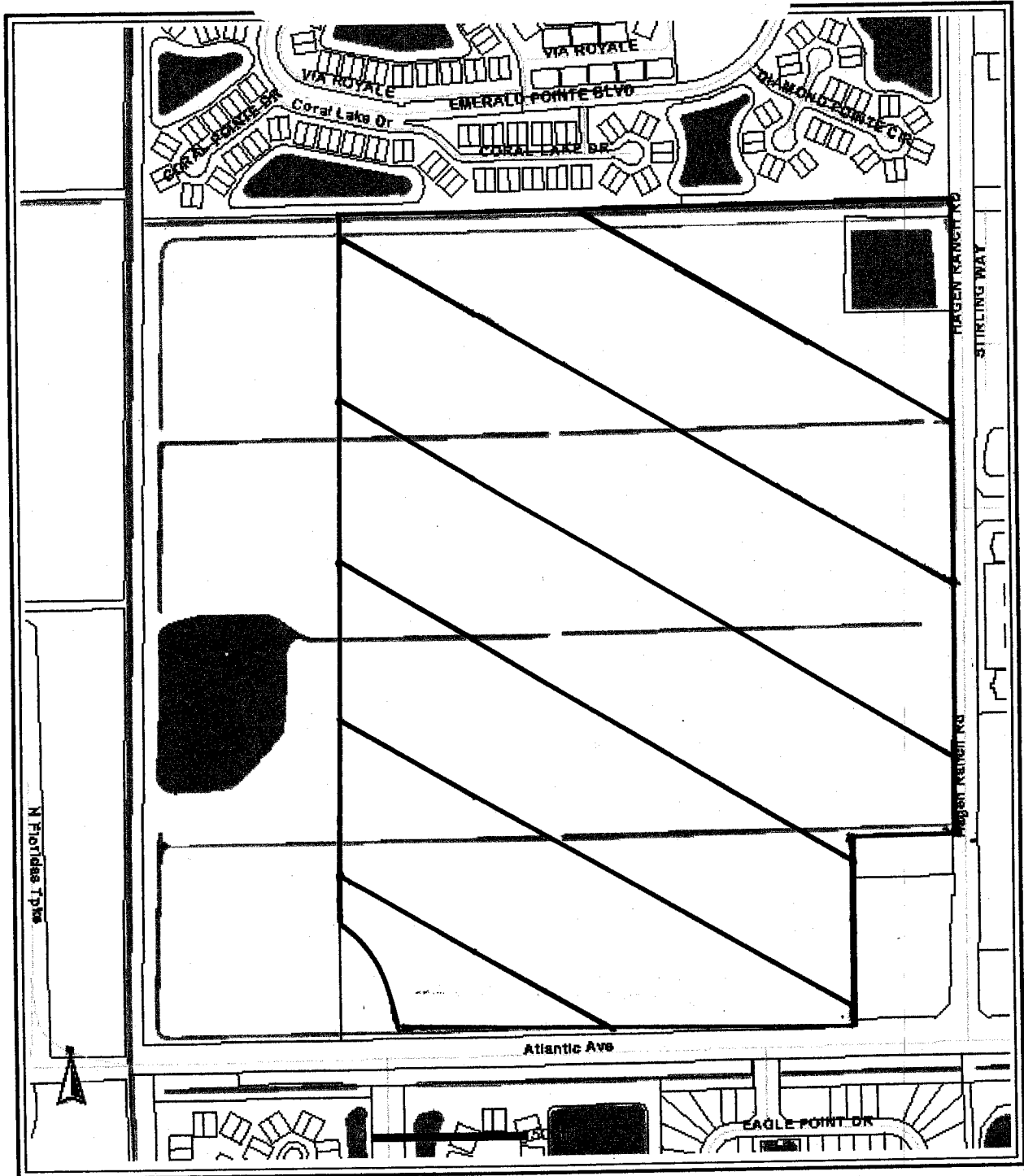
By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Bevin A. Beaudet,
Department Director or Designee

PROPERTY OWNER:

SEE PAGE 2



ANSCA Communities, LLC

Map Scale 1:6066

Map produced on 9/1/2006

REVISED EXHIBIT "A"

THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LESS THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 16, ALSO LESS THE EAST 20.00 FEET AND WEST 680.66 FEET THEREOF, AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 (ATLANTIC AVENUE) AND ALSO LESS THAT PROPERTY DESCRIBED IN STIPULATE ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN O.R. BOOK 13275, PAGE 1342, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 22 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 680.81 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 34 MINUTES 49 SECONDS EAST ALONG A LINE 680.66 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 352.08 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES SOUTH 32 DEGREES 03 MINUTES 32 SECONDS WEST, A RADIAL DISTANCE OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 48 DEGREES 31 MINUTES 18 SECONDS, A DISTANCE OF 287.93 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 11 SECONDS EAST, A DISTANCE OF 77.09 FEET; THENCE SOUTH 50 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.55 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 44 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 77 DEGREES 07 MINUTES 31 SECONDS EAST, A DISTANCE OF 51.42 FEET TO A POINT OF INTERSECTION WITH THE PROPOSED NORTH RIGHT-OF-WAY LINE OF STATE ROAD 806 (ATLANTIC AVENUE), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93030-2510; THENCE SOUTH 89 DEGREES 22 MINUTES 44 SECONDS WEST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 536.18 FEET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this First Amendment, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this First Amendment..

WITNESSES:

PALM BEACH COUNTY

Signature

By:

County Administrator or Designee

Typed or Printed Name

Signature

Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

[Signature]
Signature

By:

Signature

Christina Iwasz
Typed or Printed Name

Charles Scardina
Typed or Printed Name

Roberta J Gordon
Signature

MGR
Title

Roberta J Gordon
Typed or Printed Name

{ Corporate Seal }


NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of August, 2006 by Charles Scardina. He/she is personally known to me or has produced as identification.

My Commission Expires:

[Signature]
Signature of Notary

 Christina N Iwasz
My Commission DD165879
Expires February 01, 2007

Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

SDA # 03-90001-000

**FIRST AMENDMENT TO STANDARD RECLAIMED WATER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this _____ day of _____, 2006, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "County," and **ANSCA Communities, LLC**, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, County and Property Owner entered into a Standard Reclaimed Water Development Agreement ("Reclaimed Agreement") on December 14, 2004, and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 17918, Page 346;

WHEREAS, Property Owner has transferred ownership of a portion of the Property encumbered by the Agreement; and

WHEREAS, Property Owner and County wish to amend the Agreement to modify the legal description of the Property encumbered by the Agreement; and

WHEREAS, the parties wish to amend a condition of the Agreement increasing the size of an oversized pipe requirement and modifying related reimbursement conditions.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and County hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Exhibit A to the Agreement is replaced by Revised Exhibit A, which is attached hereto and incorporated herein.
3. Paragraph 15, Additional Conditions, Paragraph A, of the Agreement shall be amended to read as follows:
 - A. Prior to the first potable water, wastewater, or reclaimed water Service Initiation on the Property, the Property Owner shall design and construct approximately 1800 linear feet of 20" reclaimed water main from along the north right-of-way line of Atlantic Avenue from the existing main at the intersection of Hagen Ranch Road and Atlantic Avenue to the west Property line. *For the purpose of determination of oversizing credits the development required pipe size shall be 12 inch. The total oversizing connection fee credit amount and/or cash reimbursement shall not exceed \$48.00 per linear foot of installed pipe.*
 - B. Construction shall be deemed complete upon acceptance of legal documents (Bill of Sale, Cost Documentation, and Property Owner's Affidavit) and approved record drawings by Utility, passing of final inspection by Utility and the receipt of a Health Department final project release. Reimbursement will be made after completion of construction and within sixty (60) days of request for cash reimbursement.
 - C. Pipeline oversizing connection fee credit/cash reimbursement calculations and payment terms shall be in accordance with the then current UPAP, except as otherwise provided in this agreement.

4. All other provisions of the Agreement, dated December 14, 2004, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]