



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2007                           | 2008            | 2009            | 2010            | 2011            |
|--|--------------------------------|-----------------|-----------------|-----------------|-----------------|
| Capital Expenditures                           | <u>\$ 242,500.00</u>           | <u>0</u>        | <u>0</u>        | <u>0</u>        | <u>0</u>        |
| External Revenues                              | <u>(\$2,817,300.00)</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>        |
| <b>NET FISCAL IMPACT</b>                       | <b><u>(\$2,574,800.00)</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <b><u>0</u></b>                | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> |

**Budget Account No.:** Fund 4011 Dept. 721 Unit W006 Object 6543  
 Fund 4012 Dept. 721 Unit 4213 Rev.Source 6991

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

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

One time capital expenditure from the user fees and balances brought forward.

**C. Department Fiscal Review:** See Eggron

**III. REVIEW COMMENTS**

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

Elizabeth Blaser 3/22/07  
 OFMB  
 3-22-07  
 3/22/07  
Jim J. Jucola 3/23/07  
 Contract Development and Control  
 3/22/07

This amendment complies with our review requirements.

**B. Legal Sufficiency:**

[Signature] 3/27/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

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

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **BOYNTON BEACH ASSOCIATES XXI, LLLP**, hereinafter referred to as "Property Owner."

**WITNESSETH:**

**WHEREAS**, on **July 31, 2006**, Utility and Property Owner entered into a Standard Reclaimed Water Development Agreement ("Agreement"), for the provision of reclaimed water service to the property ("Property") identified in the Agreement and described in Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, on **August 4, 2006**, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Records **Book 20690, Page 163**;

**WHEREAS**, Utility requires Property Owner to oversize reclaimed water mains (including all related appurtenances) in order to serve areas other than those of Property Owner in accordance with Utility's Uniform Policies and Procedures ("UPAP"); and

**WHEREAS**, both parties desire to enter into this Amendment to amend the Agreement and add special conditions detailing the oversizing requirements and the basis for determining oversizing credits in accordance with Utility's UPAP.

**NOW THEREFORE**, for and in consideration of the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration received by each party from the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Paragraph 15, "Additional Conditions", of the Agreement is hereby amended to read as follows:
  - A. Prior to the first permanent service initiation, Property Owner shall design and construct the following oversized reclaimed water mains (including all related appurtenances) as approved by the Utility:
    1. Approximately 3,500 linear feet (LF) of 16" reclaimed water main from the existing County-owned reclaimed water main at the intersection of Hagen Ranch Road and Woolbright Road to a point as designated on the civil design utility construction drawings prepared by Last Davenport, Inc., # EB 9889, approved by County on December 29, 2006 and revised on February 16, 2007. *For the purpose of determining oversizing credits and/or reimbursements, the Development's required pipe size shall be 10" for approximately 1,500 LF. The oversizing credits for the approximate 1,500 linear feet pipe segment referred herein shall not exceed \$ 37.00 per LF of installed pipe. The oversizing credits for the additional approximate 2,000 LF pipe segment referred herein shall not exceed \$72.00 per LF of installed pipe. All oversizing credits shall be*

*applied to potable water and wastewater connection fees within the Property.*

2. Approximately 650 LF of 16" reclaimed water main in a 24" casing using the "Horizontal Directional Drill (HDD) Method" from the east right-of-way of LWDD Canal E2-E, LWDD Canal to the west right-of-way of E2-W at a location approximately 1,200 feet south of LWDD Canal L-26. Prior to April 30, 2007, County shall provide Property Owner with complete Engineering drawings, permits and approval from all applicable regulatory agencies. *Upon construction completion, County shall reimburse Property Owner a maximum of \$242,500.00 for all costs related to the completion of installation of the pipeline, including the final testing and the submittal of record drawings in accordance with County requirements.*
- 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.
3. Utility shall duly record this Amendment to Standard Reclaimed Water Development Agreement.
4. Except as specifically amended herein, all the terms and conditions of the Agreement are hereby confirmed and remain in full force and effect.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST BY:  
SHARON R. BOCK, CLERK AND  
COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESSES:

Gladys DiGirolamo  
Gladys DiGirolamo  
Sharolyn Webb  
Sharolyn Webb

PROPERTY OWNER: Boynton Beach  
Associates XXI, LLLP, By: Boynton \*\*

By: Kevin Ratterree  
Name (Type or Print)  
Vice President  
Title  
Kevin Ratterree  
Signature

NOTARY CERTIFICATE  
STATE OF FLORIDA  
COUNTY PALM BEACH

\*\* Beach XXI Corporation, General Partner

The foregoing instrument was acknowledged before me this 15 day of March, 2007  
by Kevin Ratterree. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

Michelle DeRosa Mslay  
Signature of Notary  
Commission # DD405784  
Expires March 10, 2009  
Banded Troy Palm - Insurance, Inc. 800-996-7019  
\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Bevin A. Beaudet,  
Department Director or Designee

(M)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL 1 (RANCH ROAD GREENHOUSES):

TRACT 74, LESS THE EAST 52 FEET THEREOF; TRACTS 75 AND 76, AND TRACTS 85 THROUGH 88, BLOCK 55, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS:

THE NORTH 47.52 FEET OF TRACTS 74 THROUGH 76, FOR THE RIGHT-OF-WAY OF THE L-25 CANAL OF LAKE WORTH DRAINAGE DISTRICT, PURSUANT TO THE CHANCERY 407 CASE, AS EVIDENCED IN OFFICIAL RECORDS BOOK 6495, PAGE 761, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE EAST 25 FEET OF TRACT 88, FOR THE RIGHT-OF-WAY OF HAGEN RANCH ROAD, PURSUANT TO DEED BOOK 1135, PAGE 92, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 15.00 FEET OF THAT ROAD, DYKE AND DITCH RESERVATION, LYING SOUTH OF AND ADJACENT TO SAID TRACTS 85 THROUGH 88, BLOCK 55, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, SAID PUBLIC RECORDS.

LESS AND EXCEPT THE EASTERLY 25.00 FEET THEREOF.

PARCEL 2 (WHITWORTH):

TRACT 73, LESS THE EAST 25 FEET THEREOF, AND THE EAST 52 FEET OF TRACT 74, BLOCK 55, OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THE RIGHT-OF-WAY OF THE LAKE WORTH DRAINAGE DISTRICT L-25 CANAL.

PARCEL 3 (MAZZONI):

TRACT 105, LESS THE EAST 25 FEET; TRACTS 106 THROUGH 119 INCLUSIVE; AND TRACT 120, LESS THE EAST 25 FEET, BLOCK 55 OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH THE SOUTH 1/2 OF THAT 30 FOOT WIDE STRIP OF LAND LYING NORTH OF AND ADJACENT TO THE AFOREDESCRIBED PROPERTY, BOUNDED ON THE EAST AND ON THE WEST BY THE NORTHERLY EXTENSION, RESPECTIVELY OF THE EAST AND WEST LINES OF THE AFOREDESCRIBED PROPERTY;

LESS RIGHT-OF-WAY OF HAGEN RANCH ROAD, DESCRIBED AS PARCEL 122 IN AGREED ORDER OF TAKING ON PALM BEACH COUNTY'S PETITION, RECORDED JULY 20, 2001, IN OFFICIAL RECORDS BOOK 12744, PAGE 1840 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL 122 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT 120, BLOCK 55, THE PALM BEACH FARMS COMPANY PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 120;

THENCE ALONG THE SOUTH LINE OF SAID TRACT 120, SOUTH 89 DEGREES 36 MINUTES 54 SECONDS WEST FOR 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD AS RECORDED IN DEED BOOK 1129, PAGE 412 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

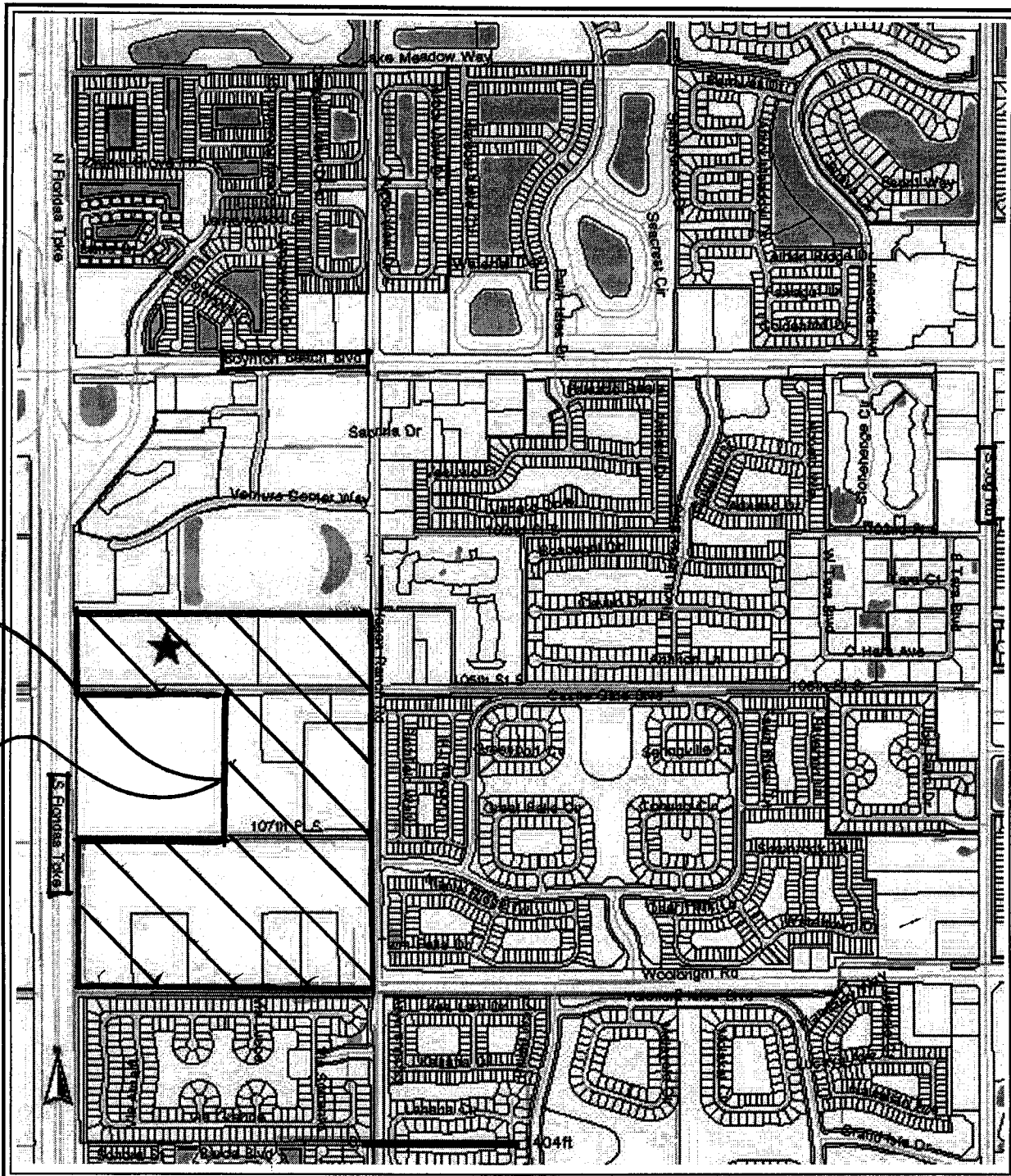
THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 36 MINUTES 54 SECONDS WEST FOR 6.92 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 03 SECONDS WEST FOR 33.82 FEET;

THENCE NORTH 02 DEGREES 05 MINUTES 02 SECONDS EAST FOR 162.21 FEET TO SAID WEST RIGHT-OF- WAY LINE;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 23 MINUTES 06 SECONDS EAST FOR 195.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 118.493 ACRES, MORE OR LESS.



**Boynton Beach Associates XXI, LLLP (Reclaimed SDA 05-90009-000)**

Map Scale 1:16850

Map produced on 3/7/2007





RECLAIMED WATER

CFN 20060454041  
OR BK 20690 PG 0163  
RECORDED 08/04/2006 11:18:03  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0163 - 172; (10pgs)

CHARGE #1023 RETURN VIA WILL CALL #133  
ATTN: MARK FALLON, CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT.  
8100 FOREST HILL BLVD, WPA, FL 33413

STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)

SDA # 05-90009-000

*THIS DOCUMENT IS UNCLASSIFIED*

THIS AGREEMENT made and entered into this 31<sup>ST</sup> day of JULY, 2006 by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and BOYNTON BEACH ASSOCIATES XXI, LLLP, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct reclaimed water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility will own the Facilities up to the Point of Service for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this Agreement for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, Property Owner shall use only reclaimed water for irrigation purposes; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
  - (b) "Service" - the readiness and ability on the part of Utility to furnish reclaimed water to the property;
  - (c) "Point of Service" - generally, the point where the pipes of Utility are connected with the pipes to be owned and operated by Property Owner as further defined in Chapter 1 of the UPAP;
  - (d) "Service Initiation" - the date a reclaimed water meter is requested;
  - (e) "Reclaimed Water" - water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility;

## RECLAIMED WATER

- This is not a contract*
- (f) "Equivalent Residential Irrigation Connection (ERIC)" - a system capacity equivalency unit which corresponds to the peak reclaimed water demand of the  $\frac{3}{4}$ " x  $\frac{1}{4}$ " meter subcategory of the single family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the reclaimed water system demand for various sized connections for the purpose of assessing fees and reserving capacity. For the purpose of this Agreement, one ERIC = 500 gallons/day;
  - (g) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;
  - (h) "Guaranteed Revenue Fee" - the fee designated to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
  - (i) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERIC, a TAA equal to sixty months Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERIC shall be due and payable for such ERIC. The TAA for each ERIC will be determined at the time of Service Initiation;
  - (j) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
  - (k) "Franchise Fee" - A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.

3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the reclaimed water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the reclaimed water facilities; that in the event Utility is required or desires to install any of its reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installations; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the

**RECLAIMED WATER**

land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all reclaimed water facilities and services to the Property described in Exhibit "A" and in addition to any property to which reclaimed water service is actually rendered by Utility. All occupants of any residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their reclaimed water service from the aforesaid Utility, and shall pay for same and shall abide by the terms and intent of this Agreement and the UPAP for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use reclaimed water service from any source other than that provided by Utility.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with reclaimed water facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

- 4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the reclaimed water facilities installed by Property Owner to the reclaimed water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection and reclaimed water usage shall be in accordance with rules and regulations of the Health Department, the Department of Environmental Protection and the UPAP.
- 5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERIC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERIC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional reclaimed water facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility will not provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Reclaimed Water Agreement is:

|                  |                  |                 |               |
|------------------|------------------|-----------------|---------------|
| Reclaimed Water: | \$0.00 per ERC x | 4,800.00 ERCs = | \$0.00        |
|                  |                  | Franchise Fee   | \$0.00        |
|                  |                  | <b>TOTAL</b>    | <b>\$0.00</b> |

Upon receipt of the MAP, Utility agrees to reserve 4,800.00 ERICs of Reclaimed Water system capacity for Property Owner until July 31, 2011, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

At the time of Service Initiation, the applicable ERICs will be deducted from said reservation. Upon approval of Utility, the total number of ERICs may be increased up to 10% of the original reservation or by ten (10) ERICs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility. Any adjustment which is

## RECLAIMED WATER

greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERICs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida showing the on-site and off-site reclaimed water systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the reclaimed water system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection. Property Owner shall be required to pay connection fees and installation fees as set forth in the UPAP for each connection.

During the construction of the reclaimed water system by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Upon completion of said facilities, Utility hereby agrees to accept ownership of the reclaimed water facilities for operation and maintenance purposes. Property Owner also hereby covenants and agrees to design and/or modify his internal irrigation system, at his sole cost, to accept reclaimed water from Utility, and to design and operate said system within the guidelines for reclaimed water as outlined in the then current UPAP, the Palm Beach County Reclaimed Water Ordinance and State and Federal law.

Property Owner hereby agrees to transfer to Utility title to all reclaimed water distribution systems installed by Property Owner's contractor up to the point of service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility in a form supplied by Utility the complete on-site and off-site reclaimed water distribution system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which reclaimed water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easements granted by Property Owner may be used by other utilities as long as such use is approved by Utility. Utility's acceptance of the reclaimed water system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgages holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easement or rights-of-way. All reclaimed water facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and other fees as set forth in the UPAP at the then current rate.

## RECLAIMED WATER

The timely payment by Property Owner of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the reclaimed water facilities does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the reclaimed water facilities transferred to or owned by Utility.

Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida certifying that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.

8. Property Owner agrees with Utility that all reclaimed water facilities conveyed to Utility to use in connection with providing reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide reclaimed water service to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of reclaimed water service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the reclaimed water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility. In addition, Property Owner of his Assignee agrees to comply with all rules and regulations of the UPAP, HRS, and DEP pertaining to the Reclaimed Water Irrigation Systems.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Assignment upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

G L Homes - Attn: Gladys DiGirolamo  
1600 Sawgrass Corporate Parkway, Suite 300  
Sunrise, FL 33323-2821;

**RECLAIMED WATER**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

- 13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the reclaimed water facilities and services to any phased area and/or to the Property as a whole.
- 14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void all previous agreements or representations either verbal or written heretofore in effect between Property Owner and Utility made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement shall be in Palm Beach County, Florida.

15. Additional Conditions:

RECLAIMED WATER

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

This is a copy of the original instrument.

WITNESSES:

Hancy M May  
Arda M Daniels

PALM BEACH COUNTY

By: Luisa S. Pura  
County Administrator or Designee

WITNESSES:

Sharon Webb  
Sharon Webb  
Gladye D. DiGirolamo  
GLADYE D. DIGIROLAMO

PROPERTY OWNER: Boynton Beach Associates XXI, LLLP, By: Boynton \*

By: Kevin Ratterree, V.P.  
Signature  
Vice President  
Title  
Kevin Ratterree  
Typed or Printed Name

\* Beach XXI Corporation, General Partner

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14th day of May, 2006 by Kevin Ratterree, V.P. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 7-25-2009

Anna B Ernst  
Signature of Notary  
Anna B Ernst  
Typed, Printed, or Stamped Name of Notary



Notary Public  
Serial Number DD454514

WATER UTILITIES DEPARTMENT APPROVAL

By: Delva M Hunt  
Director of Finance and Administration  
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Menor J...  
County Attorney

RECLAIMED WATER

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1 (RANCH ROAD GREENHOUSES):

TRACT 74, LESS THE EAST 52 FEET THEREOF; TRACTS 75 AND 76, AND TRACTS 85 THROUGH 88, BLOCK 55, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS:

THE NORTH 47.52 FEET OF TRACTS 74 THROUGH 76, FOR THE RIGHT-OF-WAY OF THE L-25 CANAL OF LAKE WORTH DRAINAGE DISTRICT, PURSUANT TO THE CHANCERY 407 CASE, AS EVIDENCED IN OFFICIAL RECORDS BOOK 6495, PAGE 761, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE EAST 25 FEET OF TRACT 88, FOR THE RIGHT-OF-WAY OF HAGEN RANCH ROAD, PURSUANT TO DEED BOOK 1135, PAGE 92, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

THE NORTH 15.00 FEET OF THAT ROAD, DYKE AND DITCH RESERVATION, LYING SOUTH OF AND ADJACENT TO SAID TRACTS 85 THROUGH 88, BLOCK 55, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, SAID PUBLIC RECORDS.

LESS AND EXCEPT THE EASTERLY 25.00 FEET THEREOF.

PARCEL 2 (WHITWORTH):

TRACT 73, LESS THE EAST 25 FEET THEREOF, AND THE EAST 52 FEET OF TRACT 74, BLOCK 55, OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING THE RIGHT-OF-WAY OF THE LAKE WORTH DRAINAGE DISTRICT L-25 CANAL.

PARCEL 3 (MAZZONI):

TRACT 105, LESS THE EAST 25 FEET; TRACTS 106 THROUGH 119 INCLUSIVE; AND TRACT 120, LESS THE EAST 25 FEET, BLOCK 55 OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH THE SOUTH 1/2 OF THAT 30 FOOT WIDE STRIP OF LAND LYING NORTH OF AND ADJACENT TO THE AFOREDESCRIBED PROPERTY, BOUNDED ON THE EAST AND ON THE WEST BY THE NORTHERLY EXTENSION, RESPECTIVELY OF THE EAST AND WEST LINES OF THE AFOREDESCRIBED PROPERTY;

LESS RIGHT-OF-WAY OF HAGEN RANCH ROAD, DESCRIBED AS PARCEL 122 IN AGREED ORDER OF TAKING ON PALM BEACH COUNTY'S PETITION, RECORDED JULY 20, 2001, IN OFFICIAL RECORDS BOOK 12744, PAGE 1840 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL 122 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT 120, BLOCK 55, THE PALM BEACH FARMS COMPANY PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 120;

THENCE ALONG THE SOUTH LINE OF SAID TRACT 120, SOUTH 89 DEGREES 36 MINUTES 54 SECONDS WEST FOR 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD AS RECORDED IN DEED BOOK 1129, PAGE 412 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;



**RECLAIMED WATER**

THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 36 MINUTES 54 SECONDS WEST FOR 6.92 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 03 SECONDS WEST FOR 33.82 FEET;

THENCE NORTH 02 DEGREES 05 MINUTES 02 SECONDS EAST FOR 162.21 FEET TO SAID WEST RIGHT-OF-WAY LINE;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 23 MINUTES 06 SECONDS EAST FOR 195.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 118.493 ACRES, MORE OR LESS.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

*This is not a certified copy*

OK  
07/24/06 G

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

AMSOUTH BANK, a(n) Alabama state chartered bank existing under the laws of the State of Alabama and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from \* , a(n) , dated Jan. 6, 2006, filed Jan. 12, 2006 and recorded in Official Record Book 19793, Page 1582\*\* as modified by Mortgage Modification Agreement dated Apr. 26, 2006; filed Apr. 28, 2006 and recorded in Official Record Book 20266, Page 70, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and BOYNTON BEACH ASSOCIATES XXI, LLLP, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

AMSOUTH BANK, an Alabama state chartered bank, as mortgagee aforesaid, consents to the recording by \* or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 14 day of July, 2006.

WITNESSES: Preston Hall Signature Typed or Printed Name

Sandra L. Amsterdam Signature Typed or Printed Name

AMSOUTH BANK, a(n) Alabama state chartered bank authorized to do business in the State of Florida.

By: Jennifer L. Parrish Title Vice President Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of July, 2006 by JENNIFER L. PARRISH. He/she is personally known to me or has produced identification.

My Commission Expires: 9/2/07

Sandra L. Amsterdam Signature of Notary

DD246499 Serial Number



Sandra L. Amsterdam MY COMMISSION # DD246499 EXPIRES September 2, 2007 BONDED THRU TROY FARM INSURANCE, INC.

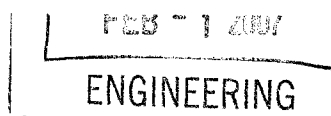
JENNIFER L. PARRISH Typed, Printed, or Stamped Name

\*BOYNTON BEACH ASSOCIATES XXI, LLLP, a Florida limited liability limited partnership

\*\*and rerecorded Jan. 25, 2006 in Official Records Book 19847, Page 73

BID PROPOSAL

January 23, 2007



GL Homes  
 Attn: Mike Guinaugh  
 1600 Sawgrass Corporate Parkway, Ste 300  
 Sun Rise, FL 33323

Florida General Contractor License No. CGC1511133  
 Florida Utility Contractor License No. CUC1224212

RE: Boynton Beach - Project 1  
 USA Job No. 7035-053

Utility Services Authority, LLC proposes to complete the work described below, including, unless specifically indicated, all materials, labor, and equipment, for the prices indicated.

**THE FOLLOWING ARE INCLUDED IN THE ESTIMATE:**

1. Install by HDD method Approx. 650 LF of 20" HDPE DR17 Casing - \$211,250.00/LS
  - a. Includes installation of 12" HDPE DR11 Product Pipe.
2. Install by HDD method Approx. 650 LF of 24" HDPE DR17 Casing - \$237,250.00/LS
  - a. Includes installation of 16" HDPE DR11 Product Pipe.

\*\*Prices include pipe procurement, fusion, mj adapters, installation by HDD, and bore logs\*\*  
 \*\*If bonding is required - an additional (1 1/2%) will be added to the contract\*\*

**RESPONSIBILITIES OF GENERAL CONTRACTOR/OWNER AT NO COST TO UTILITY SERVICES AUTHORITY**

- A. Centerline staking and professional survey for as-built drawings
- B. Location of utilities or structures not located by the local one call utility locating system.
- C. Proposed centerline staking will be requested at 50' intervals on all lines. -
- D. Spoil/bentonite dump site within 1 Mile of construction.
- E. USA will do rough grade restoration of areas disturbed during the work indicated above. All final restoration is to be completed by the owner or general contractor at no cost to USA.
- F. Ample access and right of way to project, clearing and grubbing as requested, suitable for truck transportation with sufficient size to accommodate drill and mud system.
- G. Permits, licenses and written permission from governmental authorities and private land owners to perform work
- H. All connections and tie-ins/tails will be required to be dug to grade.
- I. All safety signage as necessary water/land as per D.O.T. and Marine specifications
- J. Water source within 1 Mile of project.

6001 SCHOONER DR. • PO BOX 910 • BELLEVILLE, MI 48112  
 PHONE: (734) 481-0872 • FAX: (734) 482-1505

1 of 2

**GENERAL CONDITION:**

- A. Our quote includes one mobilization and demobilization to site. Additional mobilization and demobilization, for any reason, will be at a rate of \$20,000.00 per move, per rig.
- B. Our quote does not include any stand by time waiting for owner/general contractor to complete any portion of their work or change in the site conditions. Our rate for standby time is \$1,250.00 per hour.
- C. Utility Services Authority, LLC has assumed that site conditions are conducive to horizontal directional drilling and that no unforeseen obstacles such as caverns, fissures, boulders, gravel, cobble, rock will be encountered. If such conditions exist, Utility Services Authority, LLC reserves the right to cease operations and/or renegotiate at an equitable adjustments with the owner/general contractor. If unable to negotiate, our standby rate plus mobilization charges will be enforced.
- D. Quote does not include rock or hazardous waste boring.
- E. Boring quotes are based on conventional drilling methods without the use of special down hole motors or hole openers.
- F. This project can be scheduled as soon as this office receives a signed approval or purchase order.

**Terms:**

- A. Proposal does not include any, use tax, sales tax, occupational tax, or any other taxes other than state/federal income tax.
- B. Quote is good for 30 days
- C. No retainage will be held from USA by the owner/general contractor.
- D. Net 30 days

If you have any questions or concerns you can reach me in the office at (313) 350-1053

Thank you  
  
 Chris Lamb  
 Project Manager

Approval for Construction X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name - Title

\_\_\_\_\_  
Date