



CFN 20070078584
 OR BK 21417 PG 1191
 RECORDED 02/15/2007 09:29:34
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1191 - 1194; (4pgs)

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

SDRA # 01-01073-R00

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT
 RENEWAL AGREEMENT**

THIS AGREEMENT is made and entered into this 3rd day of JANUARY, 2007 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **TIDAL WAVE INVESTMENT CORPORATION, INC.** hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a Potable Water & Wastewater Development Agreement on **January 23, 2002**, hereinafter referred to as "Agreement" (R2002-0413); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official Record Book 13339, Page 1931**; and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **January 31, 2007** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water: \$140.76 per ERC x	17.40	ERCs =	<u>\$2,449.22</u>
Wastewater: \$197.52 per ERC x	17.40	ERCs =	<u>\$3,436.85</u>
		SUBTOTAL	<u>\$5,886.07</u>
		FRANCHISE FEE	<u>\$0.00</u>
		TOTAL MAP DUE	<u>\$5,886.07</u>

- B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.
- C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**5915 Ponce De Leon Blvd Ste 60
Coral Gables, FL 33146-2435**

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

- A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.
- B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Renewal Agreement to be executed on the day and year first written above.

WITNESSES:

Nancy M May
Signature
NANCY M. MAY
Print Name

Anna M Daniels
Signature
ANNA M. DANIELS
Print Name

WITNESSES:

Patrick F. Marzano
Signature
PATRICK F. MARZANO
Print Name

Arleta Wagner
Signature
Arleta Wagner
Print Name

PALM BEACH COUNTY

By: [Signature]
Director, Water Utilities Department

PROPERTY OWNER

By: [Signature]
Title: PRES

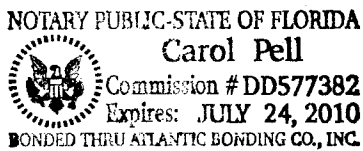
(Seal)

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of Jan., 2007 by Jack Casagrande who is personally known to me or who has produced [Signature] as identification.

My Commission Expires: 07/24/2010



[Signature]
Signature of Notary
CAROL PELL
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: [Signature]
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

(M)



CFN 20070078583
 OR BK 21417 PG 1187
 RECORDED 02/15/2007 09:29:34
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1187 - 1190; (4pgs)

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

SDRA # 03-00059-R01

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT
 RENEWAL AGREEMENT**

THIS AGREEMENT is made and entered into this 2ND day of FEBRUARY, 2007 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **SYMPHONY BUILDERS AT EMERALD PLACE, LLC**, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a Potable Water & Wastewater Development Agreement on **January 28, 2002**, hereinafter referred to as "Agreement" (R2001-2150); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official Record Book 9650, Page 1944**; and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **January 31, 2007** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water: \$140.76 per ERC x	23.85	ERCs =	<u>\$3,357.13</u>
Wastewater: \$197.52 per ERC x	23.85	ERCs =	<u>\$4,710.85</u>
		SUBTOTAL	<u>\$8,067.98</u>
		FRANCHISE FEE	<u>\$0.00</u>
		TOTAL MAP DUE	<u>\$8,067.98</u>

- B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.
- C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**4400 Sample Rd Ste 118
Coconut Creek, FL 33073-3457**

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

- A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.
- B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Renewal Agreement to be executed on the day and year first written above.

WITNESSES:

Nancy M May
Signature
NANCY M. MAY

Print Name

Anna M Daniels
Signature
ANNA M. DANIELS

Print Name

PALM BEACH COUNTY

By: Billy Bean
Director, Water Utilities Department

WITNESSES:

Elizabeth Klein
Signature
Elizabeth Klein

Print Name

Trent A Swarder
Signature
Trent A Swarder

Print Name

PROPERTY OWNER

By: [Signature]
President, Symphony Builders at
Title: Emerald Place, Inc., managing member, Symphony Builders at Emerald Place, Inc.

(Seal)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of JAN, 2007, by Lewis Mascovitch who is personally known to me or who has produced _____ as identification.

My Commission Expires: 8/7/10
NOTARY PUBLIC-STATE OF FLORIDA
Tracey Herrera
Commission # DD582457
Expires: AUG. 07, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Tracey Herrera
Signature of Notary
TRACEY HERRERA
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: [Signature]
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 28th day of FEBRUARY, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and GKK-HAGEN, LTD., a Florida limited partnership, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water Wastewater Reclaimed Water

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

- 1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
3. This UCRA will not be recorded in the official Public Records against Property.
4. The UCF may be credited toward the Mandatory Agreement Payment (MAP) as defined in the UPAP and as required by Utility in order to obtain a Standard or Non-Standard Development Agreement (DA) on Property before the expiration of this UCRA. In the case of a rate increase after execution of this UCRA, additional MAP funds will be due at the time of entering into a DA. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

UCRA # 05-01090-000

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

Potable Water:	\$140.76 per ERC x	11.6 ERCs =	\$1,632.82
Wastewater:	\$197.52 per ERC x	11.6 ERCs =	\$2,291.23
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		Franchise Fee	<u>\$0.00</u>
		UCF DUE	<u>\$3,924.05</u>

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

**2901 Rigsby Lane
Safety Harbor, FL 34695**

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

Nancy M May
NANCY M. MAY
Type or Print Name

By: [Signature]
County Administrator or Designee

Anna M Daniels
ANNA M. DANIELS
Type or Print Name

WITNESSES:

DEVELOPER:

Suzette Hilbert
SUZETTE HILBERT
Type or Print Name

GKK-Hagen, Ltd., a FL limited partnership
By: PDG V, Inc., a FL corp. its GP
By: [Signature]
Signature
Vice President
Title

Patti J. Davis
PATTI J. DAVIS
Type or Print Name

Spiro A. Comitos
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY PINELLAS

The foregoing instrument was acknowledged before me this 9th day of February, 2007 by Spiro A. Comitos, Vice President **. He/she is personally known to me or has produced _____ as identification.

** of PDG V, Inc., a FL corp., the GP of GKK-Hagen, Ltd., a FL limited partnership
My Commission Expires: _____

Signature of Notary Jennifer Howse
JENNIFER HOWSE
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____



WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra M West
Director, Finance and Administration
PBC Water Utilities (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 105, BLOCK 49, 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 THE SOUTH 95 FEET OF SAID TRACT FOR BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 97930-2317, LAST REVISED MAY 15, 2000 AND LESS THAT EASTERLY PORTION OF SAID TRACT 105 FOR HAGEN RANCH ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 8887, PAGE 266 AND OFFICIAL RECORDS BOOK 8898, PAGE 220 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 161,194 SQUARE FEET (3.70 ACRES) MORE OR LESS.

OK
02/14/07 C*

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 28th day of FEBRUARY, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and GKK-HAGEN, LTD., a Florida limited partnership, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water Wastewater Reclaimed Water

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

- 1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
3. This UCRA will not be recorded in the official Public Records against Property.
4. The UCF may be credited toward the Mandatory Agreement Payment (MAP) as defined in the UPAP and as required by Utility in order to obtain a Standard or Non-Standard Development Agreement (DA) on Property before the expiration of this UCRA. In the case of a rate increase after execution of this UCRA, additional MAP funds will be due at the time of entering into a DA. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

UCRA # 05-90012-000

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

Potable Water:	\$140.76 per ERC x	0.00 ERCs =	\$0.00
Wastewater:	\$197.52 per ERC x	0.00 ERCs =	\$0.00
Reclaimed Water:	\$0.00 per ERC x	20.00 ERCs =	\$0.00
		Franchise Fee	<u>\$0.00</u>
		UCF DUE	<u>\$0.00</u>

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

**2901 Rigsby Lane
Safety Harbor, FL 34695**

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

Nancy M May
NANCY M. MAY

Type or Print Name

Anna M Daniels
ANNA M. DANIELS

Type or Print Name

PALM BEACH COUNTY

By: Karla L. H.
County Administrator or Designee

WITNESSES:

Suzette Hilbert
SUZETTE HILBERT

Type or Print Name

Patti J. Davis
PATTI J. DAVIS

Type or Print Name

DEVELOPER:

GKK-Hagen, Ltd., a FL limited partnership
By: PDG V, Inc., a FL corp, its GP

By: Spiro A. Comitos
Signature
Vice President
Title

Spiro A. Comitos
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY PINELLAS

The foregoing instrument was acknowledged before me this 9th day of February, 2007 by Spiro A. Comitos, Vice President **. He/she is personally known to me or has produced _____ as identification.

** of PDG V, Inc., a FL Corp., the GP of GKK-Hagen, Ltd., a FL limited partnership

My Commission Expires: _____

Signature of Notary Jennifer Howse
JENNIFER HOWSE

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____



WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra M. West
Director, Finance and Administration
PBC Water Utilities (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Monica J. J.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 105, BLOCK 49, 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 THE SOUTH 95 FEET OF SAID TRACT FOR BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 97930-2317, LAST REVISED MAY 15, 2000 AND LESS THAT EASTERLY PORTION OF SAID TRACT 105 FOR HAGEN RANCH ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 8887, PAGE 266 AND OFFICIAL RECORDS BOOK 8898, PAGE 220 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 161,194 SQUARE FEET (3.70 ACRES) MORE OR LESS.

OK
02/14/07 *CP*