



POTABLE WATER AND WASTEWATER

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

SDA # 01-01192-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT  
(SDA)

THIS AGREEMENT made and entered into this 18th day of MAY, 2007, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **JORGE L. SARRIA AND ANA SARRIA**, 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 potable water and wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract 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, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility 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 potable water to and to collect wastewater from the property;
  - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
  - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
  - (e) "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;

## POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
  - (g) "Guaranteed Revenue Fee" - the fee designed 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;
  - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
  - (i) "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
  - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the 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 potable water and wastewater 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 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 potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater 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 installation; 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 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, 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 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 potable water and wastewater facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence 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 potable water and wastewater service from the aforesaid Utility and shall pay for the

## POTABLE WATER AND WASTEWATER

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 residence 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 potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

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 potable water and wastewater 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 potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
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 ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater 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 should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$140.76	per ERC x	27.30	ERCs =	\$3,842.75
Wastewater:	\$197.52	per ERC x	27.30	ERCs =	\$5,392.30
				Franchise Fee	\$0.00
				<b>TOTAL</b>	<b>\$9,235.05</b>

Upon receipt of the MAP, Utility agrees to reserve 27.30 ERCs of Potable Water and Wastewater system capacity for Property Owner until MAY 31, 2012, 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.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective

## POTABLE WATER AND WASTEWATER

unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, 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; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. 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 potable water distribution and wastewater collection 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 potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems 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.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the 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 by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection 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 potable water and wastewater 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:

## POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights 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 easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection 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 (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection 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 any other applicable fees as set forth in the UPAP at the then current rate.

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 potable water distribution and wastewater collection system 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 potable water and wastewater facilities transferred to or owned by Utility.

7. 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 confirming 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 potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater 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 potable water and wastewater services 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 potable water and wastewater 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 potable water and wastewater 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.

## POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater 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.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement 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:

**3775 Lyons Rd  
Lake Worth, FL 33467-2352;**

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.

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 potable water and wastewater facilities and services to any phased area and 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 herein contained, 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 is in Palm Beach County, Florida.
15. Additional Conditions:

POTABLE WATER AND WASTEWATER

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.

WITNESSES:

Signature Nancy M. May  
Typed or Printed Name NANCY M. MAY

Signature Anna M. Daniels  
Typed or Printed Name ANNA M. DANIELS

PALM BEACH COUNTY

By: Rashid Puri  
County Administrator or Designee

WITNESSES:

Signature Yamilet Rieth  
Typed or Printed Name Yamilet Rieth

Signature Daphna Goldstein  
Typed or Printed Name Daphna Goldstein

PROPERTY OWNER:

By: Jorge Sarria  
Signature Jorge Sarria  
Typed or Printed Name owner  
Title

{ Corporate Seal }

NOTARY CERTIFICATE

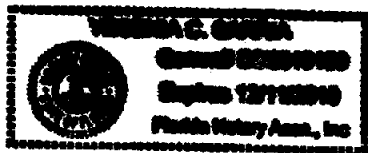
STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2007 by Jorge Sarria (He/she is personally known to me or has produced as identification.

My Commission Expires: 12/11/2010

Signature of Notary Yesenia Sarria  
Typed, Printed, or Stamped Name of Notary

Notary Public Serial Number DD0819169



WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. West  
Director of Finance and Administration  
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Mark Jay  
County Attorney



POTABLE WATER AND WASTEWATER

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.

WITNESSES:

Nancy M May  
Signature  
NANCY M. MAY

Typed or Printed Name  
Anna M Daniels  
Signature  
ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]  
County Administrator or Designee

WITNESSES:

Yamilet Rieth  
Signature  
Yamilet Rieth

Typed or Printed Name  
Daphna Goldsch  
Signature  
Daphna Goldstein  
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]  
Signature  
Ana Sarria

Typed or Printed Name  
OWNER  
Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2007 by Ana Sarria. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 12/11/2010

[Signature]  
Signature of Notary  
Yesenia Sarria

Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number DD0619169



WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M West  
Director of Finance and Administration  
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**LEGAL DESCRIPTION per Official Record Book 8492, Page 598.**

**Being a part of Lots 7 & 8, Plat of Haverhill Acres, recorded in Plat Book 20, Page 75, Public Records of Palm Beach County, Florida, more particularly described as follows:**

**Commencing at the northeast corner of said Lot 7; thence due west, along the north line of Lot 7, a distance of 25.00 feet to the existing right-of-way line of Haverhill Road; thence South 00°48'09" West, a distance of 187.00 feet to the Point of Beginning; thence continuing South 00°48'09" West, a distance of 10.60 feet; thence west, along a line parallel to the south line of said Lot 8, a distance of 503.92 feet to the west line of said Lot 8; thence North 00°47'50" East, along the west line of said Lots 7 & 8, a distance of 197.70 feet to the northwest corner of said Lot 7; thence east, along said north line, a distance of 243.34 feet; thence South 00°47'50" East, a distance of 140.0 feet; thence east, a distance of 75.60 feet, thence South 00°48'09" West, a distance of 47.00 feet; thence east, a distance of 185.00 feet to the Point of Beginning.**

**Together with**

**The south 125 feet of Tract 8, HAVERHILL ACRES, AN ADDITION TO WEST PALM BEACH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 20, Page 75.**

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

OK  
05/09/07  
G

POTABLE WATER AND WASTEWATER

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

SDA # 01-01193-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT  
(SDA)

THIS AGREEMENT made and entered into this 22ND day of MAY, 2007,  
by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter  
referred to as "Utility", and GRACE FARMS, LLC, a Florida limited liability company,  
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 potable water and wastewater facilities  
hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the  
completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract 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, in the interest of public health and to encourage the use of central water and  
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agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as  
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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:
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residential category of Customer usage. This system capacity equivalency unit is utilized to  
establish the system demand for various sized connections for the purpose of assessing fees;
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  - (g) "Guaranteed Revenue Fee" - the fee designed 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;
  - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
  - (i) "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
  - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the 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 potable water and wastewater 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 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 potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater 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 installation; 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 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, 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 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 potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence 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 potable water and wastewater service from the aforesaid Utility and shall pay for the

**POTABLE WATER AND WASTEWATER**

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 residence 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 potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

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 potable water and wastewater 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 potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
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 ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater 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 should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

<b>Potable Water:</b>	<b>\$140.76</b>	<b>per ERC x</b>	<b>56.85</b>	<b>ERCs =</b>	<b>\$8,002.21</b>
<b>Wastewater:</b>	<b>\$197.52</b>	<b>per ERC x</b>	<b>56.85</b>	<b>ERCs =</b>	<b>\$11,229.01</b>
			<b>Franchise Fee</b>		<b>\$0.00</b>
			<b>TOTAL</b>		<b>\$19,231.22</b>

Upon receipt of the MAP, Utility agrees to reserve 56.85 ERCs of Potable Water and Wastewater system capacity for Property Owner until **MAY 31, 2012**, 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.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective

## POTABLE WATER AND WASTEWATER

unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, 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; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. 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 potable water distribution and wastewater collection 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 potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems 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.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the 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 by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection 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 potable water and wastewater 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:

## POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights 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 easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection 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 (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection 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 any other applicable fees as set forth in the UPAP at the then current rate.

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 potable water distribution and wastewater collection system 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 potable water and wastewater facilities transferred to or owned by Utility.

7. 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 confirming 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 potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater 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 potable water and wastewater services 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 potable water and wastewater 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 potable water and wastewater 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.

## POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater 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.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement 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:

**101 Sansbury's Way  
West Palm Beach, FL 33411-3670;**

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.
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 potable water and wastewater facilities and services to any phased area and 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 herein contained, 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 is in Palm Beach County, Florida.
15. Additional Conditions:
  - (a) Prior to the first permanent Service Initiation, Property Owner shall design and construct the following additional oversized wastewater force mains, including all related appurtenances, per the design standards set forth in the UPAP:
    - (1) Approximately 800 linear feet of 30" DIP wastewater force main and related appurtenances along property's frontage on Sansbury Way. *For the purpose of determining oversizing connection fee credit amount and/or cash reimbursement, the Development-required pipe size shall be 8". The total oversizing connection fee credit amount and/or cash reimbursement shall not exceed \$155.50 per linear foot of installed pipe.*
    - (2) Approximately 1150 linear feet of deeper than Development-required gravity sewer main and associated manholes as required by Palm Beach County Water Utilities Department. *The total connection fee credit amount and/or cash reimbursement shall not exceed \$36,470.00.*
  - (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.



POTABLE WATER AND WASTEWATER

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.

WITNESSES:

Nancy M May  
Signature  
NANCY M. MAY  
Typed or Printed Name

Anna M Daniels  
Signature  
ANNA M. DANIELS  
Typed or Printed Name

PALM BEACH COUNTY

By: Rusta L. Pica  
County Administrator or Designee

WITNESSES:

Francine E. Hines  
Signature  
FRANCINE E. HINES  
Typed or Printed Name

John L. Taylor  
Signature  
JOHN L. TAYLOR  
Typed or Printed Name

PROPERTY OWNER:

By: Christopher Vecellio  
Signature  
Christopher Vecellio  
Typed or Printed Name  
Vice President  
Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MARCH, 2007 by CHRISTOPHER S. VECCELIO. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 11/18/2009

Angela L. Emond  
Signature of Notary  
ANGELA L. EMOND  
Typed, Printed, or Stamped Name of Notary

ANGELA L. EMOND  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 18, 2009  
NO. DD 476870

Notary Public  
Serial Number 476870DA

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M West  
Director of Finance and Administration  
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Mark Jay  
County Attorney

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

TRACTS 33; LESS THE NORTH 80 FEET AND THE WEST 40 FEET THEREOF: AND TRACT 34, LESS THE NORTH 80 FEET THEREOF, ALL IN BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE

AND

THAT PORTION OF THAT CERTAIN 30 FOOT STRIP OF LAND LYING EAST OF TRACT 33 AND WEST OF TRACT 34, LESS THE NORTH 80 FEET THEREOF, IN BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PART OF TRACTS 39 AND 40 AND A PORTION OF THE 30 FOOT ABANDONED RIGHT OF WAY LYING BETWEEN SAID LOTS 39 AND 40, LYING NORTH OF THE RIGHT OF WAY OF STATE ROAD 80 AS EVIDENCED BY AMENDED STIPULATED FINAL JUDGEMENT IN EMINENT DOMAIN PROCEEDINGS IN CIRCUIT COURT ACTION NO. 2002-02919AI, AS RECORDED IN OFFICIAL RECORD BOOK 19900, PAGE 882, PUBLIC RECORDS OF PALM BEACH COUNTY, ALL IN BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE:

AND

THAT CERTAIN 30 FOOT STRIP LAND LYING NORTH OF TRACTS 39 AND 40, INCLUDING THE WESTERLY EXTENSION OF THE NORTH LINE OF TRACT 39 TO THE NORTH LINE OF TRACT 40, AND SOUTH OF TRACTS 33 AND 34, INCLUDING THE EASTERLY EXTENSION OF THE SOUTH LINE OF TRACT 33 TO THE SOUTH LINE OF TRACT 34, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THAT PORTION THEREOF LYING WEST OF THE EAST RIGHT OF WAY LINE OF SANSBURY'S WAY.

LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO PALM BEACH COUNTY BY WARRANTY DEED DATED JULY 1, 2004 AND RECORDED IN OFFICIAL RECORDS BOOK 17785, PAGE 1807, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

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

OK  
05/14/07 G

RECLAIMED WATER

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

SDA # 01-90001-000

STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 24th day of MAY, 2007, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC, 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

- (f) "Equivalent Residential Irrigation Connection (ERIC)" - a system capacity equivalency unit which corresponds to the peak reclaimed water demand of the 5/8" x 3/4" 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:

<b>Reclaimed Water:</b>	<b>\$0.00 per ERC x</b>	<b>257.00 ERICs =</b>	<b>\$0.00</b>
		<b>Franchise Fee</b>	<b>\$0.00</b>
		<b>TOTAL</b>	<b>\$0.00</b>

Upon receipt of the MAP, Utility agrees to reserve 257.00 ERICs of Reclaimed Water system capacity for Property Owner until **MAY 31, 2012**, 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. Mortgagees 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.

7. 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 confirming 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:

**3445 Cypress Trail  
West Palm Beach, FL 33417;**

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.

## 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 is in Palm Beach County, Florida.
15. Additional Conditions:
  - (a.) The reuse water provided under this Agreement will be discharged under controlled conditions into a lake for withdrawal ("zero pressure discharge").
  - (b.) The Utility does not guarantee the continuous availability of reclaimed water. The Utility may modify and vary the flow rate of reuse water discharge under this Agreement, while maintaining the average weekly irrigation water demand. Property Owner shall be required to install a flow rate control device at the Point of Service to regulate peak flow conditions. In addition, the connection at the Point of Service into the lake system shall include an automatic float-controlled shut-off valve. The float elevation shall be set at 6" below the lake controlled elevation as approved by the Lake Worth Drainage District (LWDD).



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

WITNESSES:

Nancy M May  
Signature  
NANCY M. MAY  
Typed or Printed Name

Anna M Daniels  
Signature  
ANNA M. DANIELS  
Typed or Printed Name

PALM BEACH COUNTY

By: Laska S. Pica  
County Administrator or Designee

WITNESSES:

Stephanie G Artigiani  
Signature  
STEPHANIE G ARTIGIANI  
Typed or Printed Name

Nicholas Gallo  
Signature  
NICHOLAS GALLO  
Typed or Printed Name

PROPERTY OWNER:

By: David Brenenson  
Signature  
David Brenenson  
Typed or Printed Name  
Vice President  
Title

{ Corporate Seal }

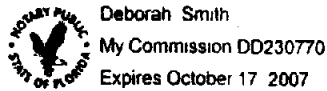
NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Bch

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2007 by David Brenenson. He she is personally known to me or has produced as identification.

My Commission Expires: 10/17/07

Deborah Smith  
Signature of Notary  
Deborah Smith  
Typed, Printed, or Stamped Name of Notary



Notary Public Serial Number DD 230770

WATER UTILITIES DEPARTMENT APPROVAL

By: Selma M Vest  
Director of Finance and Administration  
PBC Water Utilities Department (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**RECLAIMED WATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**TRACT B-1, PLAT 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, PAGES 148 THROUGH 151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "E", CYPRESS LAKES PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 59, PAGES 172 AND 173, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**THE 25' BUFFER ZONE, CYPRESS LAKES PLAT 3-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 38, PAGES 155 THROUGH 158, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "E", ACCORDING TO THE PLAT OF CYPRESS LAKES PLAT NO. 12, FILED OF RECORD IN PLAT BOOK 71, AT PAGES 86 AND 87, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "A", LAKE WATER MANAGEMENT TRACT - CYPRESS LAKES PLAT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, AT PAGES 131 AND 132, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "B", BUFFER ZONE - CYPRESS LAKES PLAT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, AT PAGES 131 AND 132, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT S-1, CYPRESS LAKES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, PAGES 148 THROUGH 151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT S-1, AND TRACTS "2", "4", AND "7", CYPRESS LAKES PLAT 3-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 38, PAGES 155 THROUGH 158, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT S-1, TRACT "A" - RECREATION AREA, TRACT "B" - LAKE NO. 4, AND TRACT "C" - LANDSCAPE AREA, CYPRESS LAKES PLAT NO. 4, ACCORDING TO PLAT BOOK 40, PAGES 200 AND 201, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "A" AND TRACT "B", CYPRESS LAKES PLAT NO. 7-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGES 31 THROUGH 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT S-1, TRACT "C" (LAKE), CYPRESS LAKES PLAT NO. 8, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGES 58 AND 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

**TRACT "C", CYPRESS LAKES PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 59, PAGES 172 AND 173, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND**

**TRACT "A" AND TRACT "C", CYPRESS LAKES PLAT NO. 10, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 64, PAGES 7 THROUGH 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,**

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

OK  
05-22-07

POTABLE WATER AND WASTEWATER

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

SDA # 05-01085-000  
(conversion from UCRA #'s  
05-01085-000 dtd 02/01/06 and  
05-01088-000 dtd 01/03/07)

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT  
(SDA)

THIS AGREEMENT made and entered into this 18th day of MAY, 2007,  
by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter  
referred to as "Utility", and HYPOLUXO/JOG, LLC, a Florida limited liability company,  
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 potable water and wastewater facilities  
hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the  
completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract 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, in the interest of public health and to encourage the use of central water and  
wastewater facilities, Utility 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 potable water to and to  
collect wastewater from the property;
  - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected  
with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
  - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which  
corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family  
residential category of Customer usage. This system capacity equivalency unit is utilized to  
establish the system demand for various sized connections for the purpose of assessing fees;
  - (e) "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;

## POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
  - (g) "Guaranteed Revenue Fee" - the fee designed 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;
  - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
  - (i) "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
  - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the 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 potable water and wastewater 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 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 potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater 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 installation; 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 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, 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 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 potable water and wastewater facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence 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 potable water and wastewater service from the aforesaid Utility and shall pay for the

## POTABLE WATER AND WASTEWATER

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 residence 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 potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

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 potable water and wastewater 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 potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
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 ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater 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 should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$140.76	per ERC x	204.20	ERCs =	\$28,743.19
Wastewater:	\$197.52	per ERC x	204.20	ERCs =	\$40,333.58
				Less Payment from UCRA's	\$67,588.34
				<b>TOTAL</b>	<b>\$1,488.43</b>

Upon receipt of the MAP, Utility agrees to reserve 204.20 ERCs of Potable Water and Wastewater system capacity for Property Owner until February 28, 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.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally

## POTABLE WATER AND WASTEWATER

execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, 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; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. 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 potable water distribution and wastewater collection 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 potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems 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.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the 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 by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection 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 potable water and wastewater 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:

## POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights 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 easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection 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 (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection 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 any other applicable fees as set forth in the UPAP at the then current rate.

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 potable water distribution and wastewater collection system 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 potable water and wastewater facilities transferred to or owned by Utility.

7. 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 confirming 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 potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater 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 potable water and wastewater services 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 potable water and wastewater 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 potable water and wastewater 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.

## POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater 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.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement 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:

**7284 W Palmetto Park Rd Ste 106  
Boca Raton, FL 33433-3406**

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.

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 potable water and wastewater facilities and services to any phased area and 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 herein contained, 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 is in Palm Beach County, Florida.
15. Additional Conditions:
  - (a) Prior to the first permanent Service Initiation, Property Owner shall design and construct the following additional oversized wastewater force mains, including all related appurtenances, per the design standards set forth in the UPAP:
    - (1) Approximately 2,400 linear feet of 16" wastewater force main and related appurtenances along the north property line in Ranches Road. *For the purpose of determining oversizing connection fee credit amount and/or cash reimbursement, the Development-required pipe size shall be 8". The total oversizing connection fee credit amount and/or cash reimbursement shall not exceed \$52.00 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.

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POTABLE WATER AND WASTEWATER

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.

WITNESSES:

Signature Nancy M May  
NANCY M. MAY  
Typed or Printed Name

Signature Anna M Daniels  
ANNA M. DANIELS  
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]  
County Administrator or Designee

WITNESSES:

Signature [Signature]  
JAMES S. GILDA  
Typed or Printed Name

Signature [Signature]  
Kristin Reese  
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]  
Signature  
ELIE BERDUGO  
Typed or Printed Name  
MANAGING PARTNER  
Title

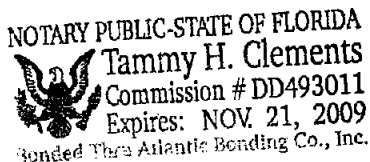
{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2007 by Elie Berdugo (He) she is personally known to me or has produced as identification.

My Commission Expires: 11-21-09



Signature of Notary [Signature]  
Typed, Printed, or Stamped Name of Notary Tammy H. Clements

Notary Public  
Serial Number DD 4930 11

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]  
Director of Finance and Administration  
PBC Water Utilities Department (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**POTABLE WATER AND WASTEWATER**

**PARCEL 4: (KRUEGER)**

**Folio #00-42-45-10-01-002-0071; 0072; 0082**

The North ½ of the Southwest ¼ of the Northwest ¼ of the Northeast ¼ of Section 10, Township 45 South, Range 42 East, LESS the East 170 feet thereof AND LESS the North 30 feet thereof and the West 40 feet thereof for canal and roadway purposes AND LESS that portion conveyed to Palm Beach County in that certain Right-of-Way Warranty Deed recorded in O.R. Book 6278, Page 1345; AND the North ½ of the South ½ of the Southwest ¼ of the Northwest ¼ of the Northeast ¼ of Section 10, Township 45 South, Range 42 East, LESS the West 297 feet thereof; said land situate, lying and being in Palm Beach County, Florida.

Said land also being a portion of Lots 7 and 8, Block 2, of the West portion of Palm Beach Ranches, Northeast quarter of Section 10, Township 45 South, Range 42 East, Palm Beach County, Florida unrecorded plat.

**PARCEL 5: (JAEB TR)**

**Parcel A - Folio #00-42-45-10-01-002-0081**

The West 297 feet of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 45 South, Range 42 East, LESS the South 25 feet and the West 40 feet thereof for road and canal purposes, Palm Beach County, Florida.

Further less that portion conveyed to Palm Beach County recorded in O.R. Book 6277, Page 319, Public Records of Palm Beach County, Florida.

**Parcel B - Folio #00-42-45-10-01-002-0083**

The South half of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 45 South, Range 42 East, LESS the West 297 feet thereof, and also LESS the South 25 feet thereof for canal purposes, Palm Beach County, Florida.

**Parcel C - Folio #00-42-45-10-01-003-0070**

The North half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 10, Township 45 South, Range 42 East, LESS the North 56 feet and the West 40 feet thereof for road and canal purposes and also less the East 150 feet of the West 190 feet of said North half of the Northwest quarter of the Southwest quarter of the Northeast quarter, Palm Beach County, Florida.

**Parcel D - Folio #00-42-45-10-01-003-0071**

The East 150 feet of the West 190 feet of the North ½ of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 10, Township 45 South, Range 42 East, LESS the North 56 feet thereof for canal purposes, Palm Beach County, Florida.

Further less that portion conveyed to Palm Beach County recorded in O.R. Book 6277, Page 207, Public Records of Palm Beach County, Florida.

**PARCEL 6: (QUISENBERRY)**

**Folio #00-42-45-10-01-003-0010**

The East half of the NE ¼ of the SE ¼ of the NE ¼ of Section 10, Township 45 South, Range 42 East, Palm Beach County, Florida, EXCEPT the South 30 feet, the North 25 feet and the East 40 feet for road and canal purposes. Otherwise described as Lot 1, Block 3, Palm Beach Ranches (unrecorded plat)

**PARCEL 7: (TILEY)**

**Folio #00-42-45-10-01-003-0021; 0022**

The West half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 10, Township 45 South, Range 42 East, EXCEPT THE NORTH 25 FEET and the South 30 feet for road and canal purposes. Otherwise described as Lot 2, Block 3, Palm Beach Ranches (unrecorded plat), located in Palm Beach County, Florida.

**POTABLE WATER AND WASTEWATER**

**PARCEL 8: (BROWN)**

**Folio #00-42-45-10-01-003-0030**

The East ½ of the Northwest ¼ of the Southeast ¼ of the Northeast ¼ of Section 10, Township 45 South, Range 42 East, excepting the North 25 feet and the South 30 feet for road and canal purposes, A/K/A Palm Beach Ranches, Lot 3, Block 3.

**PARCEL 9: (PURVIS)**

**Parcel A - Folio #00-42-45-10-01-003-0080**

The South half of the Northwest quarter of the Southwest quarter of the Northeast quarter, Section 10, Township 45 South, Range 42 East, Palm Beach County, Florida; except the South 30 feet and the West 40 feet for road and canal purposes. Less that portion conveyed to Palm Beach County recorded in O.R. Book 6306, Page 223, Public Records of Palm Beach County, Florida. (Also known as Lot 8, Block 3, PALM BEACH RANCHES, unrecorded.)

**Parcel B - Folio #00-42-45-10-01-004-0050**

The East half (E ½) of the Southeast quarter (SE ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section 10, Township 45 South, Range 42 East, EXCEPT the North 30 feet for road and canal purposes, lying and being in Palm Beach County, Florida. (Also known as Lot 5, Block 4, Palm Beach Ranches, unrecorded.)

**Parcel C - Folio #00-42-45-10-01-004-0060**

The West half (W ½) of the Southeast quarter (SE ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section 10, Township 45 South, Range 42 East, Palm Beach County, Florida, LESS the North 30 feet thereof. (Also known as Lot 6 in Block 4, Palm Beach Ranches, unrecorded)

**PARCEL 10: (COX)**

**Folio #00-42-45-10-01-004-0071**

N ½ of the SW ¼ of the SW ¼ of NE ¼ of Section 10, Township 45 South, Range 42 East, less the East 203 feet thereof, and less the North 30 feet thereof, and less the West 40 feet thereof; also described as Lot 7, Block 4, less the East 203 feet thereof, of Palm Beach Ranches, in accordance with the unrecorded plat thereof.

Less Right of Way for Jog Road as conveyed to Palm Beach County by Deeds recorded in O.R. Book 6248, Page 1548 and O.R. Book 8986, Page 1006, Public Records of Palm Beach County, Florida.

**PARCEL 11: (LEONARD)**

**Folio #00-42-45-10-01-004-0072**

The East 203 feet of the N ½ of the SW ¼ of the SW ¼ of the NE ¼ of Section 10, Township 45 South, Range 42 East, less the North 30 feet thereof.

Otherwise described as the East 203 feet of Lot 7, Block 4, of Palm Beach Ranches, unrecorded Plat.

**PARCEL 12: (PALM BEACH COUNTY)**

**A portion of Folio #00-42-45-10-01-009-0000**

A variable width strip of land lying within Section 10, Township 45 South, Range 42 East and also lying within an easement for canal purposes recorded in Official Records Book 325 on page 305 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the northeast corner of Section 10, Township 45 South, Range 42 East;

## POTABLE WATER AND WASTEWATER

thence South 03°46'16" West, as a basis of bearings, along the east line of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,358.94 feet; thence South 89°34'36" West, departing said line, a distance of 40.10 feet to the POINT OF BEGINNING; thence South 03°46'16" West, a distance of 50.13 feet; thence South 89°34'36" West, along a line lying 25.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 1,975.01 feet; thence South 03°27'31" West, departing said line, a distance of 31.07 feet; thence South 89°34'36" West, along a line lying 56.00 feet south of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 625.84 feet to the east right-of-way line of Jog Road as recorded in Official Records Book 6277 on Page 207 of the Public Records of Palm Beach County, Florida; thence North 02°51'02" East, along said right-of-way line and the northerly prolongation thereof, a distance of 81.13 feet; thence North 89°34'36" East, along a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10, a distance of 962.60 feet; thence South 03°32'40" West, departing said line, a distance of 25.06 feet to a point on the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said south line, a distance of 1,007.64 feet; thence North 03°40'03" East, departing said south line, a distance of 25.06 feet to a point on a line lying 25.00 feet north of and parallel with the south line of the north one-half (N 1/2) of the northeast one-quarter (NE 1/4) of said Section 10; thence North 89°34'36" East, along said line, a distance of 631.69 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

**POTABLE WATER AND WASTEWATER**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4, WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET, RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1615.52 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 49 MINUTES, 20 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 229.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.67 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 04 MINUTES, 40 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.66 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 57 MINUTES, 13 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.48 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 05 MINUTES, 47 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.80 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENT FOR ROAD PURPOSES OVER THE SOUTH 20 FEET THEREOF.

**PARCEL #7:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1615.52 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 49 MINUTES, 20 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 459.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.67 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 01 MINUTES, 40 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.53 FEET; THENCE RUN NORTHERLY, ANGLING 86 DEGREES, 00 MINUTES, 13 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.48 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 02 MINUTES, 47 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING, SUBJECT TO AN EASEMENT FOR ROAD PURPOSES OVER THE NORTH 20 FEET THEREOF, AND SUBJECT TO A DRAINAGE EASEMENT OVER THE SOUTH 25 FEET THEREOF.

**PARCEL #8:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM THE NORTH TO EAST, A DISTANCE OF 1817.46 FEET, RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 47 MINUTES, 27 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 459.72 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.86 FEET ; THENCE

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**EXHIBIT "A-1" - LEGAL DESCRIPTION OF BAKKER PARCEL 2A**

Folio #00-42-45-10-01-002-0033 & 00-42-45-10-01-002-0043

All that certain parcel of land lying and being situated in the County of PALM BEACH, State of FL, to wit:

**PARCEL #1:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1413.58 FEET; RUN THENCE SOUTHERLY ANGLING 85 DEGREES, 51 MINUTES, 13 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 229.48 FEET TO POINT OF BEGINNING, THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.48 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 02 MINUTES, 47 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.66 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 59 MINUTES, 06 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.29 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 03 MINUTES, 54 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.80 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THE WEST 20 FEET AND THE SOUTH 20 FEET THEREOF.

**PARCEL #2:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1615.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ON THE SAME COURSE A DISTANCE OF 201.94 FEET; THENCE RUN SOUTHERLY, ANGLING 85 DEGREES, 47 MINUTES, 27 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 229.86 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 09 MINUTES, 33 SECONDS FROM NORTH TO WEST A DISTANCE OF 201.80 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 52 MINUTES, 20 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.67 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 30 FEET THEREOF CONVEYED TO PALM BEACH COUNTY FOR ROAD RIGHT OF WAY IN O.R. BOOK 1838, PAGE 168 AND SUBJECT TO AN EASEMENT OVER THE EAST 20 FEET THEREOF.

**PARCEL #3:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS, FROM NORTH TO EAST, A DISTANCE

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OF 1211.64 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 53 MINUTES, 06 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 458.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.29 FEET; THENCE RUN WESTERLY, ANGLING 93 DEGREES, 57 MINUTES, 54 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.53 FEET; THENCE RUN NORTHERLY, ANGLING 86 DEGREES, 04 MINUTES, 00 SECONDS, FROM EAST TO NORTH, A DISTANCE OF 229.10 FEET, THENCE RUN EASTERLY, ANGLING 93 DEGREES, 59 MINUTES, 00 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING, SUBJECT TO A DRAINAGE EASEMENT OVER THE SOUTH 25 FEET THEREOF.

**PARCEL #4:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1413.58 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 51 MINUTES, 13 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 458.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.48 FEET ; THENCE RUN WESTERLY, ANGLING 93 DEGREES, 59 MINUTES, 47 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.53 FEET; THENCE RUN NORTHERLY, ANGLING 86 DEGREES, 02 MINUTES, 06 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.29 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 00 MINUTES, 54 SECONDS, FROM SOUTH TO EAST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THE WEST 20 FEET THEREOF AND THE NORTH 20 FEET THEREOF, AND SUBJECT TO A DRAINAGE EASEMENT OVER THE SOUTH 25 FEET THEREOF.

**PARCEL #5:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4, WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1817.46 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 47 MINUTES, 27 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 229.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.86 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 06 MINUTES, 33 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.66 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 55 MINUTES, 20 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.67 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 07 MINUTES, 40 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.80 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THE EAST 20 FEET AND THE SOUTH 20 FEET THEREOF.

**PARCEL #6:**

## POTABLE WATER AND WASTEWATER

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4, WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET, RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1615.52 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 49 MINUTES, 20 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 229.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.67 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 04 MINUTES, 40 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.66 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 57 MINUTES, 13 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.48 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 05 MINUTES, 47 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.80 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENT FOR ROAD PURPOSES OVER THE SOUTH 20 FEET THEREOF.

### PARCEL #7:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM NORTH TO EAST, A DISTANCE OF 1615.52 FEET; RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 49 MINUTES, 20 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 459.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.67 FEET; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 01 MINUTES, 40 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.53 FEET; THENCE RUN NORTHERLY, ANGLING 86 DEGREES, 00 MINUTES, 13 SECONDS FROM EAST TO NORTH, A DISTANCE OF 229.48 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 02 MINUTES, 47 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING, SUBJECT TO AN EASEMENT FOR ROAD PURPOSES OVER THE NORTH 20 FEET THEREOF, AND SUBJECT TO A DRAINAGE EASEMENT OVER THE SOUTH 25 FEET THEREOF.

### PARCEL #8:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 10, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86 DEGREES, 04 MINUTES, 29 SECONDS FROM THE NORTH TO EAST, A DISTANCE OF 1817.46 FEET, RUN THENCE SOUTHERLY, ANGLING 85 DEGREES, 47 MINUTES, 27 SECONDS FROM WEST TO SOUTH, A DISTANCE OF 459.72 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTHERLY ON THE SAME COURSE A DISTANCE OF 229.86 FEET ; THENCE RUN WESTERLY, ANGLING 94 DEGREES, 03 MINUTES, 33 SECONDS FROM NORTH TO WEST, A DISTANCE OF 201.53 FEET; THENCE RUN NORTHERLY, ANGLING 85 DEGREES, 58 MINUTES, 20 SECONDS, FROM EAST TO NORTH, A



**POTABLE WATER AND WASTEWATER**

DISTANCE OF 229.67 FEET; THENCE RUN EASTERLY, ANGLING 94 DEGREES, 04 MINUTES, 40 SECONDS FROM SOUTH TO EAST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING: SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THE NORTH 20 FEET THEREOF AND THE EAST 20 FEET THEREOF, AND SUBJECT TO A DRAINAGE EASEMENT OVER THE SOUTH 25 FEET THEREOF.

LESS THOSE CERTAIN RIGHTS-OF-WAY CONVEYED TO THE COUNTY OF PALM BEACH, STATE OF FLORIDA, BY THAT CERTAIN QUIT-CLAIM DEED DATED SEPTEMBER 2, 1970, AND RECORDED IN OFFICIAL RECORDS BOOK 1836, PAGE 167, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE PROPERTIES LISTED AS PARCELS 1 THROUGH 8 ABOVE ARE ALSO KNOWN AS:

THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1889, PAGES 1645, 1646, 1647 AND 1648, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER WHICH IS ALSO THE CENTERLINE OF JOG ROAD, AS NOW LAID OUT AND IN USE, A DISTANCE OF 684.57 FEET; RUN THENCE EASTERLY, ANGLING 86°04'29" FROM NORTH TO EAST, A DISTANCE OF 1211.64 FEET; RUN THENCE SOUTHERLY, ANGLING 85°53'06" FROM WEST TO SOUTH, A DISTANCE OF 229.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTHERLY ON THE SAME COURSE, A DISTANCE OF 229.29 FEET; THENCE RUN WESTERLY ANGLING 94°00'54" MEASURED FROM NORTH TO WEST, A DISTANCE OF 201.66 FEET; THENCE SOUTHERLY, ANGLING 93°59'00" MEASURED FROM EAST TO SOUTH, A DISTANCE OF 229.10 FEET; THENCE EASTERLY, ANGLING 86°04'00" MEASURED FROM NORTH TO EAST, A DISTANCE OF 806.12 FEET; THENCE NORTHERLY, ANGLING 94°03'33" MEASURED FROM WEST TO NORTH, A DISTANCE OF 689.58 FEET; THENCE WESTERLY ANGLING 85°47'27" MEASURED FROM SOUTH TO WEST, A DISTANCE OF 201.94 FEET; THENCE SOUTHERLY ANGLING 94°10'40" MEASURED FROM EAST TO SOUTH, A DISTANCE OF 229.67 FEET; THENCE WESTERLY ANGLING 94°07'40" MEASURED FROM NORTH TO WEST, A DISTANCE OF 403.60 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION CONVEYED TO PALM BEACH COUNTY FOR ROAD RIGHT-OF-WAY IN O.R. BOOK 1838, PAGE 168.

*(end of legal description)*

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OCC  
05/09/07  
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## CONSENT AND JOINDER OF MORTGAGEE/LIEN HOLDER

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, existing under the laws of the State of Illinois and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lien holder under the following:

(i) that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, executed by HYPOLUXO/JOG, LLC, a Florida limited liability company, in favor of LASALLE BANK NATIONAL ASSOCIATION, dated February 22, 2007 and recorded March 7, 2007 in O.R. Book 21489, Page 837, of the public records of Palm Beach County, Florida, which includes a future advance in the amount of \$1,640,000.00, increasing the outstanding principal amount to \$14,640,000.00 and modified that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement in the original principal amount of \$555,750.00, executed by HYPOLUXO/JOG, LLC, a Florida limited liability company, in favor of UNION BANK OF FLORIDA, dated November 15, 2004 and recorded November 22, 2004 in Official Records Book 17796, at Page 1188; as modified by Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement in the original principal amount of \$1,137,370.00 increasing the aggregate principal amount to \$1,693,120.00, dated December 28, 2004 and recorded February 7, 2005 in O.R. Book 18113, Page 38; as assigned to COLONIAL BANK, N.A. by Assignment of Mortgage, Note and Other Loan Documents recorded March 14, 2005 in O.R. Book 18256, Page 979; and as further modified by Second Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement dated March 7, 2005 and recorded March 14, 2005 in O.R. Book 18256, Page 999; as modified by Third Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement dated May 27, 2005 and recorded June 20, 2005 in O.R. Book 18774, Page 1271, as modified by Fourth Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement dated June 28, 2005 and recorded July 5, 2005 in O. R. Book 18849, Page 1351; and as modified by Fifth Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement dated July 28, 2005 and recorded August 4, 2005 in O.R. Book 19026, Page 918, as modified by Sixth Notice of Future Advance and Mortgage, Note and Loan Documents Modification, Confirmation and Spreader Agreement dated May 9, 2006 and recorded May 17, 2006 in O.R. Book 20349, Page 400, as modified by Seventh Notice of Future Advance and Mortgage, Note and Loan Documents Modification and Confirmation Agreement dated June 29, 2006 and recorded July 3, 2006 in O.R. Book 20555, Page 1618, and as further modified by Mortgage Modification and Cross-Collateralization Agreement recorded December 11, 2006 in O.R. Book 21176, Page 1519, as assigned by Colonial Bank, N.A. to LASALLE BANK NATIONAL ASSOCIATION by Assignment of Note, Mortgage, and Other Loan Documents recorded March 7, 2007 in O.R. Book 21489, Page 834, of the Public Records of Palm Beach County, Florida.

(ii) Assignment of Rents and Leases in favor of LASALLE BANK NATIONAL ASSOCIATION recorded March 7, 2007 in O.R. Book 21489, Page 891, of the Public Records of Palm Beach County, Florida.

(iii) Collateral Assignment of Transferable Development Rights in favor of LASALLE BANK NATIONAL ASSOCIATION recorded March 7, 2007 in O.R. Book 21489, Page 913, of the Public Records of Palm Beach County, Florida.

(iv) UCC-1 Financing Statement in favor of LASALLE BANK NATIONAL ASSOCIATION recorded March 7, 2007 in O.R. Book 21489, Page 929, of the Public Records of Palm Beach County, Florida.

(v) Second Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, in the original principal amount of \$21,573,000.00, executed by HYPOLUXO/JOG, LLC, a Florida limited liability company, in favor of LASALLE BANK NATIONAL ASSOCIATION, dated February 22, 2007 and recorded March 7, 2007 in O.R. Book 21489, Page 947, of the Public Records of Palm Beach County, Florida.

(vi) UCC-1 Financing Statement in favor of LASALLE BANK NATIONAL ASSOCIATION recorded March 7, 2007 in O.R. Book 21489, Page 998, of the Public Records of Palm Beach County, Florida.

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, hereby consents to and joins in the execution of the Agreement between Palm Beach County and HYPOLUXO/JOG, LLC, a Florida limited liability company, 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.

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as mortgagee aforesaid, consents to the recording of this Agreement by Palm Beach Water Utilities Department or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 2<sup>ND</sup> day of May, 2007.

WITNESSES:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association,  
authorized to do business in the State of Florida

[Signature]  
Signature

D. Guy Guethner  
Printed Name of Witness

By: [Signature]  
Printed Name: Chad M. Masters  
Title: SVP

[Signature]  
Signature

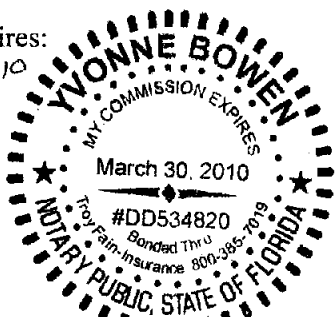
Janne Loschiavo  
Printed Name of Witness

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2007, by Chad M. Masters, the SVP of LaSalle Bank National Association, a national banking association, on behalf of said entity. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:  
March 30, 2010



[Signature]  
Signature of Notary

YVONNE BOWEN  
Printed Name of Notary

RECLAIMED WATER

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

STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 31 day of May, 2007, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and ABERDEEN PROPERTY OWNERS ASSOCIATION, INC, 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;

SDA # 05-90017-000

## RECLAIMED WATER

- (f) "Equivalent Residential Irrigation Connection (ERIC)" - a system capacity equivalency unit which corresponds to the peak reclaimed water demand of the  $\frac{3}{8}$ " x  $\frac{3}{4}$ " 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:

<b>Reclaimed Water:</b>	<b>\$0.00 per ERC x</b>	<b>257.00 ERICs =</b>	<b>\$0.00</b>
		<b>Franchise Fee</b>	<b>\$0.00</b>
		<b>TOTAL</b>	<b>\$0.00</b>

Upon receipt of the MAP, Utility agrees to reserve **257.00 ERICs** of Reclaimed Water system capacity for Property Owner until **May 31, 2012**, 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 greater than that specified herein requires a new Agreement to be signed. Upon written notice to

## 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. Mortgagees 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.

7. 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 confirming 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 or 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:

**C/O Campbell Property Management  
3918 Via Poinciana, Ste 9  
Lake Worth, FL 33467;**



## 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 is in Palm Beach County, Florida.
15. Additional Conditions:
  - (a.) The reuse water provided under this Agreement will be discharged under controlled conditions into a lake for withdrawal ("zero pressure discharge").
  - (b.) The Utility does not guarantee the continuous availability of reclaimed water. The Utility may modify and vary the flow rate of reuse water discharge under this Agreement, while maintaining the average weekly irrigation water demand. Property Owner shall be required to install a flow rate control device at the Point of Service to regulate peak flow conditions. In addition, the connection at the Point of Service into the lake system shall include an automatic float-controlled shut-off valve. The float elevation shall be set at 6" below the lake controlled elevation as approved by the Lake Worth Drainage District (LWDD).

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

WITNESSES:

Anna M Daniels  
Signature  
**ANNA M. DANIELS**  
Typed or Printed Name

Linda L Collins  
Signature  
**LINDA L. COLLINS**  
Typed or Printed Name

PALM BEACH COUNTY

By: Reisha L. Pica  
County Administrator or Designee

WITNESSES:

Myrna Rosoff  
Signature  
**MYRNA ROSOFF**  
Typed or Printed Name

David A. Core  
Signature  
**DAVID A. CORE**  
Typed or Printed Name

PROPERTY OWNER:

By: Martin Gelerman  
Signature  
**MARTIN GELERMAN**  
Typed or Printed Name  
President  
Title

{ Corporate  
Seal }

NOTARY CERTIFICATE

STATE OF FL  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of MAY, 2007  
by Martin Gelerman He/she is personally known to me or has produced  
FDL # 6465-670-362430 as identification.

My Commission Expires: \_\_\_\_\_



Milt Tanzer  
Signature of Notary  
**MILT TANZER**  
Typed, Printed, or Stamped Name of Notary

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

WATER UTILITIES DEPARTMENT APPROVAL

By: Delora M West  
Director of Finance and Administration  
PBC Water Utilities Department (N)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**RECLAIMED WATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

1. Canterbury at Aberdeen Condominium.  
Declarations of Condominium recorded in OR Book 9685, Page 601; OR Book 9771, Page 1921; OR Book 9892, Page 1611; OR Book 10022, Page 610; OR Book 10202, Page 218; and, OR Book 10470, Page 1040.
2. Stratford at Aberdeen Condominium.  
Declarations of Condominium recorded in OR Book 5860, Page 1132; OR Book 5944, Page 884; and, OR Book 6443, Page 444, as amended from time to time.
3. Aberdeen Plat 2, according to the plat thereof in Plat Book 55, Page 11.
4. Aberdeen Plat 3, according to the plat thereof in Plat Book 55, Page 23.
5. Aberdeen Plat 4, according to the plat thereof in Plat Book 55, Page 36.
6. Aberdeen Plat 5, according to the plat thereof in Plat Book 59, Page 86.
7. Aberdeen Plat 6, according to the plat thereof in Plat Book 59, Page 139.
8. Aberdeen Plat 7, according to the plat thereof in Plat Book 74, Page 161.
9. Aberdeen Plat 8, according to the plat thereof in Plat Book 59, Page 181.<sup>1</sup>
10. Aberdeen Plat 9, according to the plat thereof in Plat Book 59, Page 178.
11. Aberdeen Plat 10, according to the plat thereof in Plat Book 67, Page 195.
12. Aberdeen Plat 12, according to the plat thereof in Plat Book 60, Page 41.
13. Aberdeen Plat 13, according to the plat thereof in Plat Book 65, Page 116.
14. Aberdeen Plat 14, according to the plat thereof in Plat Book 66, Page 3.
15. Aberdeen Plat 15, according to the plat thereof in Plat Book 69, Page 63.
16. Aberdeen Plat 16, according to the plat thereof in Plat Book 71, Page 159.
17. Aberdeen Plat 17, according to the plat thereof in Plat Book 71, Page 128.
18. Aberdeen Plat 18, according to the plat thereof in Plat Book 78, Page 59.
19. Aberdeen Plat 19, according to the plat thereof in Plat Book 72, Page 135.
20. Aberdeen Plat 24, according to the plat thereof in Plat Book 77, Page 174.
21. Aberdeen Plat 25, according to the plat thereof in Plat Book 78, Page 96.
22. Aberdeen Plat 26, Replat 1, according to the plat thereof in Plat Book 82, Page 94.
23. Aberdeen Plat 27, according to the plat thereof in Plat Book 82, Page 19.

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<sup>1</sup>Aberdeen Plat 8 was partially replatted to create Aberdeen Plat 8, Replat 1, in connection with an owner's development of his property to construct a tennis court. We have omitted the replat in this information, due to the fact that the replat affected only two lots with the tract platted as Plat 8.