

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 8, 2008 Consent [X] Regular [ ]  
Public Hearing [ ]

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Second Amendment to Standard Potable Water and Wastewater Development Agreement with The Diocese of Newton for the Melkites in the United States of America, Inc., providing for an additional cash reimbursement of \$66,000 for County required off-site utility improvements associated with the Saint Nicholas Melkite Mission project.

**Summary:** On February 10, 2005, the Department entered into a Standard Potable Water and Wastewater Development Agreement (R2005-0625)(Agreement) with the Diocese of Newton for the Melkites in the United States of America, Inc. (Melkite Mission) for the reservation of potable water and wastewater capacities. The First Amendment to the Agreement was approved by the Board of County Commissioners on February 5, 2008, providing for cash reimbursement to Melkite Mission for the oversizing of certain off-site utility improvements related to a future potable water emergency interconnect with City of Delray Beach. While the construction of the utilities by Melkite Mission was delayed, County proceeded with the final design and partial construction of the emergency interconnect and other facilities. Melkite Mission was required to revise the engineering design to match County plans. Melkite Mission now agrees to construct certain off-site utilities in Lake Ida Road to minimize the impact on the road traffic during construction and to save overall construction costs. Specifically, Melkite Mission will install one water main connection and two force main connections in Lake Ida Road which are either not required to serve their development or are being oversized per County request. Melkite Mission has provided an estimated cost of \$84,973 for the additional/oversized facilities. Staff has reviewed Melkite Mission's cost estimates and recommends Melkite Mission be reimbursed \$66,000 in cash for the design and installation of the additional/oversized facilities. Melkite Mission is releasing the County from any future claims related to the design and construction of the additional/oversized facilities. District 5 (MJ)

**Background and Justification:** In order to obtain potable water service, Melkite Mission was required to design and construct certain utility improvements in Lake Ida Road. Concurrently, County is proposing to install facilities in the same geographical area to complete an emergency potable water interconnect with the City of Delray Beach. In order to coordinate both projects and minimize the impact on traffic in Lake Ida Road during construction, Melkite Mission agreed to design and install additional potable water and oversized wastewater system improvements and agreed to accept the proposed additional cash reimbursement of \$66,000.

**Attachments:**

1. Three (3) Original 2<sup>nd</sup> Amendment to Standard Potable Water and Wastewater Development Agreements
2. Location Map
3. One (1) copy of The Diocese of Newton for the Melkites in the United States of America, Inc. original Standard Potable Water and Wastewater Development Agreement (#03-01022-000).
4. One (1) copy of 1<sup>st</sup> Amendment to Standard Potable Water and Wastewater Development Agreement
5. Proposal of costs from Hedrick Bros. Construction to Melkite Mission

Recommended By: [Signature] 6/10/08  
Department Director Date

Approved By: [Signature] 6-16-08  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Capital Expenditures	<u>\$66,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$66,000.00</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Budget Account No.:** Fund 4011 Dept. 721 Unit W006 Revenue Source 6543

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

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

One time expenditure to be funded from user fees.

**C. Department Fiscal Review:** Debra M West

**III. REVIEW COMMENTS**

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

Atwillwhite 6.12.08  
OFMB  
mm 6/12  
CN 6/10/08

John J. Jacobs 6/13/08  
Contract Development and Control  
E. Jones 6/12/08

**B. Legal Sufficiency:**

W. W. W. 6/15/08  
Assistant County Attorney

**This amendment complies with our review requirements.**

**C. Other Department Review:**

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

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

03-01022-000 2<sup>nd</sup> Amendment

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

**THIS SECOND AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, ("County"), and **THE DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITED STATES OF AMERICA, INC.**, ("Property Owner").

**WITNESSETH**

**WHEREAS**, County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement ("Agreement") on February 10, 2005, which was recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 18164, Page 1062; and

**WHEREAS**, the Agreement was amended on February 5, 2008, and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 22463, Page 410, providing for a cash reimbursement to Property Owner for the oversizing of certain off-site utility improvements; and

**WHEREAS**, County has requested that Property Owner construct additional water and wastewater facilities ("Additional Facilities") which are either not required for development of the Property or are being oversized to service additional County customers (said Additional Facilities are identified in **Exhibit "A"**, which is attached hereto and incorporated herein); and

**WHEREAS**, Property Owner agrees to accept the amount of \$66,000.00 as reimbursement for the design and construction of the Additional Facilities set forth set forth in **Exhibit "A"**.

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

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. The County shall reimburse Property Owner the amount of \$66,000.00 as full compensation for the Additional Facilities identified in **Exhibit "A"**. The County shall make this reimbursement after final acceptance of the Additional Facilities and completion of all required work.
3. Property Owner for itself and its successors, assigns, predecessors, affiliated entities, directors, officers, employees, principals, agents and servants, hereby releases, acquits, and forever discharges any and all claims it may have against the County, its departments, divisions, elected officials and employees, for any additional payments or credits related to design and construction of the Additional Facilities identified in **Exhibit "A"**.
4. All other provisions of the Agreement, dated February 10, 2005, as amended by the First Amendment, dated February 5, 2008, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and County have executed or have caused this Second Amendment to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Second Amendment.

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

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

[SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
Department Director (M)

WITNESSES:

[Signature]  
CHAZE HAJI  
Type or Print Name

[Signature]  
Daisy PERRY  
Type or Print Name

PROPERTY OWNER:

By: [Signature]  
Signature  
Administrator  
Title  
Monsieur Gabriel Ghanoum  
Typed or Printed Name

[ Corporate  
Seal ]

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May,  
2008 by Monsieur Gabriel Ghanoum He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

Carrie Woolbert  
Typed, Printed, or Stamped Name  
of Notary

Notary Public  
DD0440350  
Serial Number

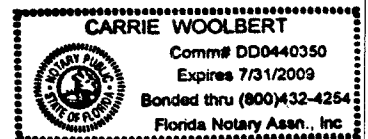


EXHIBIT "A"  
ADDITIONAL FACILITIES

**24" FM CROSSING LAKE IDA RD**

<b>NO.</b>	<b>ITEM (Furnish and Install with Appurtenances)</b>	<b>UNIT</b>	<b>QUANTITY</b>
1	24" DIP Wastewater Force Main (36" to 60" Cover)	L.F.	53
2	Ductile Iron Fittings for Wastewater Force Main	Tons	0.539
3	6" DIP x HDPE Adapter	Each	
4	6" Mega-Lug Joint Restraint for DIP	Each	1
5	12" Mega-Lug Joint Restraint for DIP	Each	2
6	24" Mega-Lug Joint Restraint for DIP	Each	5
7	24" Joint Restraint Gasket	Each	2
8	6" Gate Valve & Valve Box	Each	
9	24" Gate Valve & Valve Box	Each	1
10	24" to 30" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main	Each	1
11	Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization)	Sq. Yd.	466.67
12	Asphalt Overlay, Type S-III (20 to 150 tons per work area)	Tons	35.00
13	Asphalt Roadway Removal and Restoration	Sq. Yd.	32.67
14	Maintenance of Traffic Arterial Roadway	L.F.	1,000.00

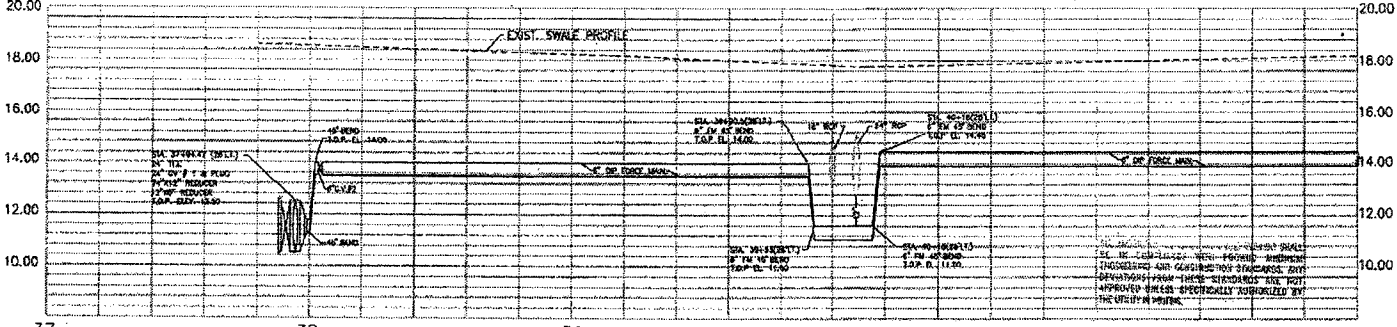
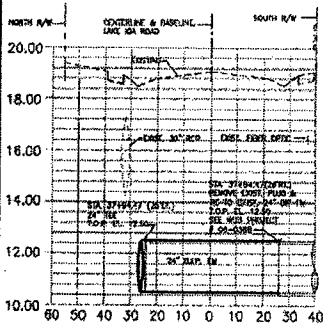
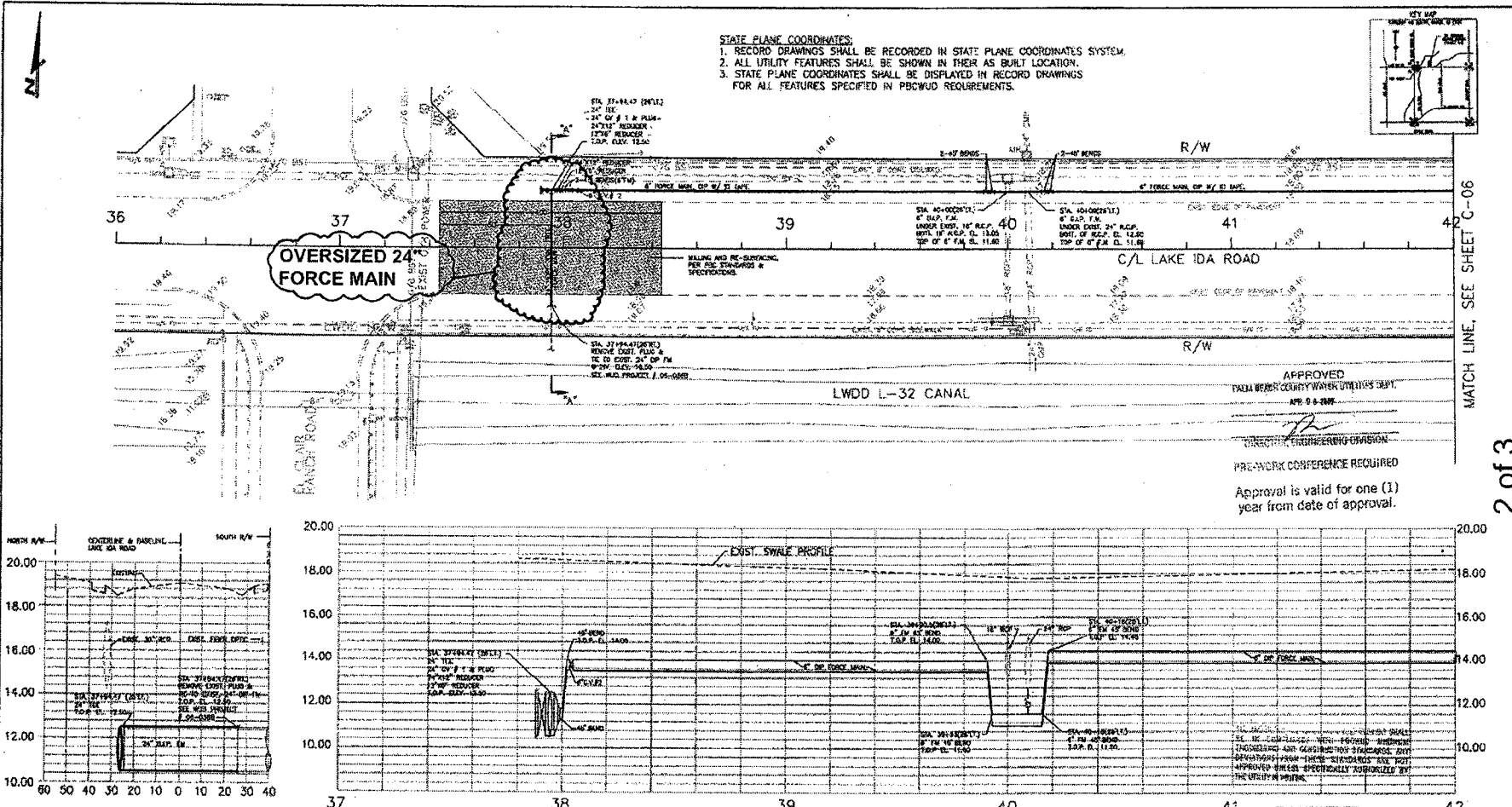
**FORCE MAIN CONNECTION TO EXISTING 6" AT VIA FLORA**

<b>NO.</b>	<b>ITEM (Furnish and Install with Appurtenances)</b>	<b>UNIT</b>	<b>QUANTITY</b>
15	6" DIP force main	L.F.	55
16	6" DIP tee	Each	2
17	6" DIP 45	Each	4
18	6" DIP 90	Each	1
19	6" DIP gate valve	Each	2
20	6" cut in Tee	Each	1
21	200sf concrete side walk (remove and reinstall)	Lump	1
22	Sod	Sq. Yd.	750
23	MOT	Lump	1

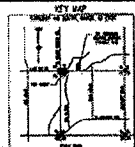
**WATER MAIN CONNECTION TO EXISTING 6" AT VIA FLORA**

<b>NO.</b>	<b>ITEM (Furnish and Install with Appurtenances)</b>	<b>UNIT</b>	<b>QUANTITY</b>
24	8" DIP water main	L.F.	65
25	8" gate valve	Each	2
26	8"x20" tee	Each	1
27	8" MJ DI 90	Each	3
28	8" MJ DI 45	Each	2
29	6"x8" MJ DI reducer	Each	1
30	6"x6" Tee	Each	1
31	Cut -in tee	Each	1
32	Remove & reinstall concrete walk	Sq. Yd	500
33	Sod	Sq. Yd	500
34	MOT	Lump	1

EXHIBIT "A"



STATE PLANE COORDINATES:  
 1. RECORD DRAWINGS SHALL BE RECORDED IN STATE PLANE COORDINATE SYSTEM.  
 2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS BUILT LOCATION.  
 3. STATE PLANE COORDINATES SHALL BE DISPLAYED IN RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN RECORD REQUIREMENTS.



APPROVED  
 PALM BEACH COUNTY WATER UTILITIES DEPT.  
 APR 06 2006  
 DIRECTOR, ENGINEERING DIVISION  
 PRE-WORK CONFERENCE REQUIRED  
 Approval is valid for one (1) year from date of approval.

MATCH LINE, SEE SHEET C-06

2 of 3

SECTION A-A STA. 37+94.47

NOTES:

1. THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO MAKE THE FORCE MAIN CONNECTION TO THE EXISTING FORCE MAIN. THIS CONNECTION MAY REQUIRE NIGHT WORK TO MAKE THE CONNECTION DURING NON-PEAK HOURS.
3. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY WATER UTILITIES DEPARTMENT TO COORDINATE THE FORCE MAIN CONNECTION TO EXISTING FORCE MAIN ONE WEEK IN ADVANCE.
4. SEE WATER AND WASTEWATER STANDARD DETAILS, AND WASTEWATER STANDARD DETAILS FOR ADDITIONAL NOTES AND REQUIREMENTS.
5. CONTRACTOR SHALL RESTORE ALL SIGNING AND PAVEMENT MARKINGS IN AREAS DISTURBED BY CONSTRUCTION TO THEIR ORIGINAL POSITION. SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO PALM BEACH COUNTY REQUIREMENTS PER PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.
6. CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP LEADS WITHIN PROJECT LIMITS AT ALL TIMES. THE CONTRACTOR SHALL VERIFY LOCATIONS OF PULL BOXES FOR LOOP LEAD ACCESS AND DETERMINE METHOD OF CONNECTING LEAD IN TO THESE LOCATIONS. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC DIVISION (PH. 561-684-4030) TO VERIFY LOOP AND LEAD IN LOCATIONS.
7. SEE SHEET NO. C-12 FOR MINIMUM LENGTHS OF RESTRAINED JOINTS FOR FORCE MAIN.

REVISED



WUD 06-064

**SWS ENGINEERS INC.**  
 536 JAMBOE PL., WEST PALM BEACH, FL 33414  
 TEL: (561)785-5579 FAX: (561)785-5521

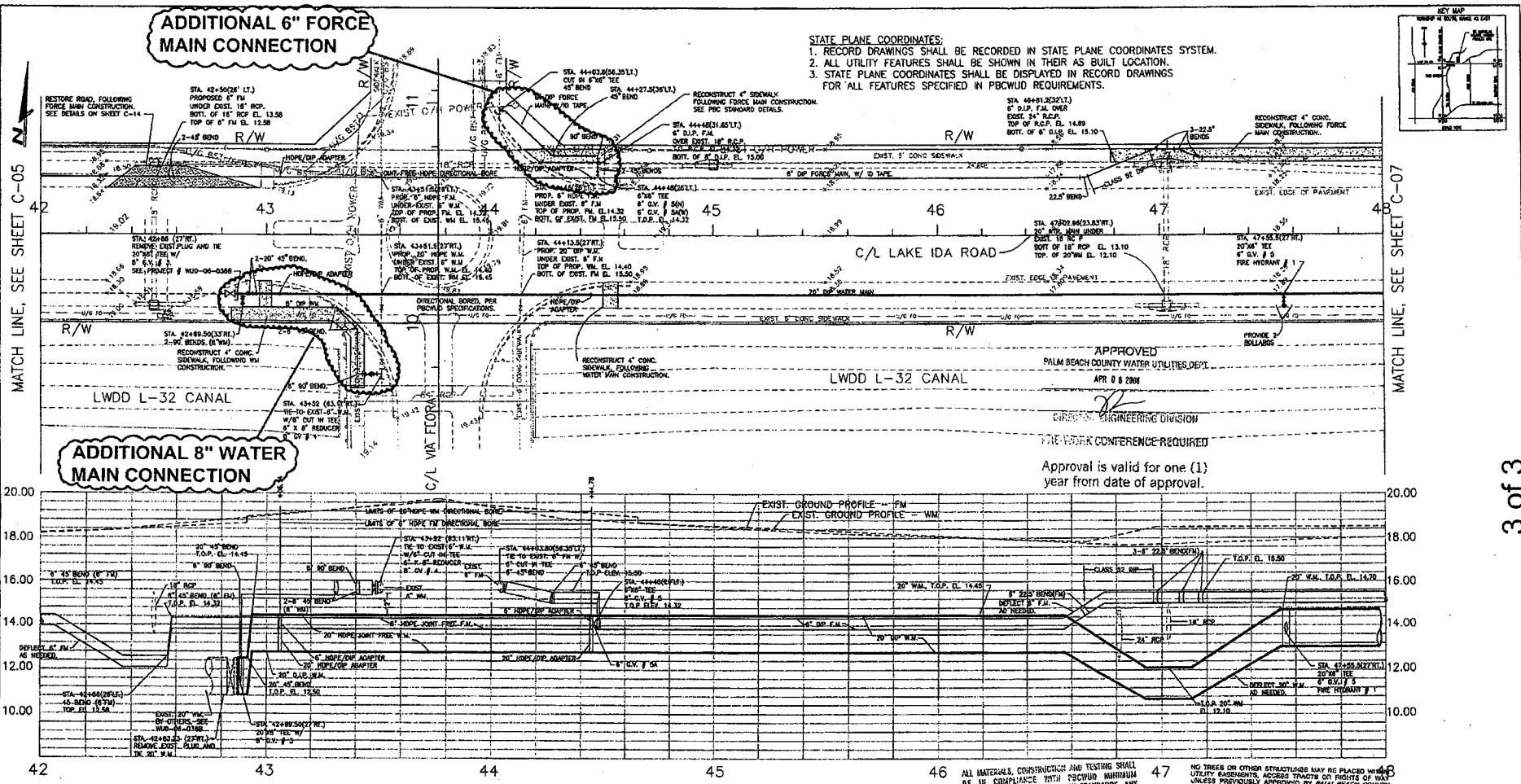
ST. NICHOLAS MELKITE MISSION  
 OFF-SITE UTILITIES PLAN

DESIGN	CHECKED	DATE	PROJECT NO.
DRAWN	APPROVED	05/04/06	
		SCALE	
		1"=20'	

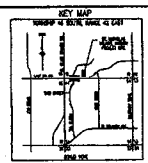
C-05

ENGINEERING FILE COPY

EXHIBIT "A"



STATE PLANE COORDINATES:  
 1. RECORD DRAWINGS SHALL BE RECORDED IN STATE PLANE COORDINATES SYSTEM.  
 2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS BUILT LOCATION.  
 3. STATE PLANE COORDINATES SHALL BE DISPLAYED IN RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD REQUIREMENTS.



- NOTES:
1. THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
  2. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO MAKE THE FORCE MAIN CONNECTION TO THE EXISTING FORCE MAIN. THIS CONNECTION MAY REQUIRE NIGHT WORK TO MAKE THE CONNECTION DURING NON-PEAK HOURS.
  3. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY WATER UTILITIES DEPARTMENT TO COORDINATE THE FORCE MAIN CONNECTION TO EXISTING FORCE MAIN ONE WEEK IN ADVANCE.
  4. SEE WATER AND WASTEWATER STANDARD DETAILS, AND WASTEWATER STANDARD DETAILS FOR ADDITIONAL NOTES AND REQUIREMENTS.

5. CONTRACTOR SHALL RESTORE ALL SIGNING AND PAVEMENT MARKINGS IN AREAS DISTURBED BY CONSTRUCTION TO THEIR ORIGINAL POSITION. SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO PALM BEACH COUNTY REQUIREMENTS PER PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.
6. CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP LEADS WITHIN PROJECT LIMITS AT ALL TIMES. THE CONTRACTOR SHALL VERIFY LOCATIONS OF PULL BOXES FOR LOOP LEAD ACCESS AND DETERMINE METHOD OF CONNECTING LEAD IN TO THESE LOCATIONS. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC DIVISION (PH. 561-684-4030) TO VERIFY LOOP AND LEAD IN LOCATIONS.
7. SEE SHEET NO. C-12 FOR MINIMUM LENGTHS OF RESTRAINED JOINTS FOR FORCE MAIN.

REVISED

WUD# 06-064

**SWS ENGINEERS INC.**  
 530 JUNCTION BL. WEST PALM BEACH, FL 33411  
 TEL: (561)793-5279 FAX: (561)793-5521

PROJECT: **ST. NICHOLAS MELKITE MISSION**

SUBJECT: **OFF-SITE UTILITIES PLAN**

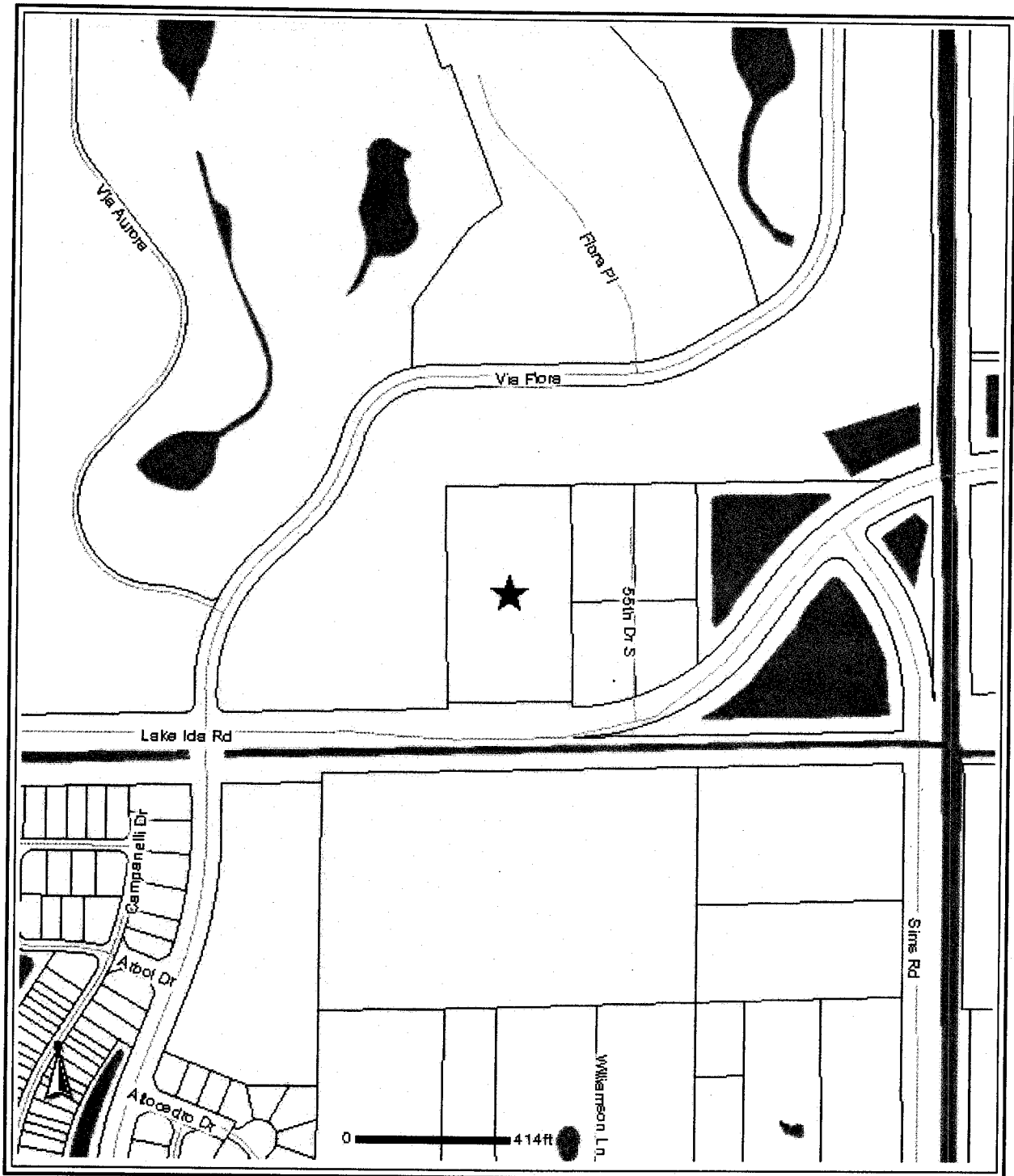
DESIGN	S.W.	CHECKED	S.P.	DATE	04/04/08	PROJECT NO.		SHEET NO.	
DRAWN	S.W.	APPROVED	S.P.	SCALE	1"=20' RE 1/2"=1'			C-06	

3 of 3

MATCH LINE, SEE SHEET C-05

MATCH LINE, SEE SHEET C-07

Attachment 2



Location Map  
Melkite Mission

Map Scale 1:4972

Map produced on 5/22/2008



POTABLE WATER AND WASTEWATER

CFN 20050101492  
OR BK 18164 PG 1062  
RECORDED 02/22/2005 11:39:39  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1062 - 1070; (9pgs)

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT  
AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 10th day of FEBRUARY, 2005 by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and THE DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITED STATES OF AMERICA, 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 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

SDA # 03-01022-000

CHARGE #103 RETURN VIA WILL CALL #13  
ATTN: MARK PALLON, CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT.  
8100 FOREST HILL BLVD, WPA, FL 33413

## POTABLE WATER AND WASTEWATER

(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;

(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; and

(i) "Standard Development Renewal Agreement (SDRA)" - an agreement between the County and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard Development Agreement for an additional five (5) years.

(j) "Franchise Fee" - A percentage surcharge applied to all of the Department's fees for Customers within portions of the Department's utility Service Area with said fees collected by the Department 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 the 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 the Utility.

## POTABLE WATER AND WASTEWATER

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 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 the 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. The 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 AND WASTEWATER

Potable Water: \$99.24 per ERC x 28.40 ERCs =	\$2,818.42
Wastewater: \$183.72 per ERC x 28.40 ERCs =	\$5,217.65
<b>SUBTOTAL</b>	<b>\$8,036.07</b>
Franchise Fee	\$0.00
<b>TOTAL MAP DUE</b>	<b>\$8,036.07</b>

Upon receipt of the MAP, Utility agrees to reserve 28.40 ERCs of potable water and wastewater system capacity for Property Owner until FEBRUARY 28, 2010, 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, Utility shall execute and record a "Termination and Partial Release of Standard or Non Standard Potable Water and Wastewater Development Agreement Due to Non-Renewal."

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of the 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 the 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 the 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

## POTABLE WATER AND WASTEWATER

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 the 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 the 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:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000.00 for a Department-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 the 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 the Utility. A 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

## POTABLE WATER AND WASTEWATER

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.

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 the 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. The sale, conveyance, transfer, or assignment of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP.

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:

126 SE 15TH RD  
MIAMI, FL 33129-1207

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

**POTABLE WATER AND WASTEWATER**

by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

**15. Additional Conditions:**

None

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

*This is not a certified copy*

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  
NANCY M. MAY  
Typed or Printed Name

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

PALM BEACH COUNTY

By: [Signature]  
County Administrator or Designee

WITNESSES:

Liliana Mendez  
Liliana Mendez  
Typed or Printed Name

Terrence E. Abner  
TERRENCE E. ABNER  
Typed or Printed Name

PROPERTY OWNER:

By: G. G. [Signature]  
Signature  
Mrs. Gabriel Ghanoum  
Typed or Printed Name  
Administrator  
Title

{Corporate Seal}

STATE OF FLORIDA  
COUNTY PALM BEACH

NOTARY CERTIFICATE

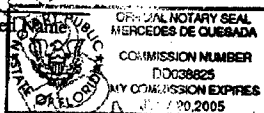
The foregoing instrument was acknowledged before me this 24th day of May, 2005 by Mrs. Gabriel Ghanoum of the County of Palm Beach, on behalf of the [Entity] as identification. He/she is personally known to me or has produced

[Signature]  
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public

Serial Number



WATER UTILITIES DEPARTMENT APPROVAL

By: Fred W. Jenkins  
Director of Finance and Administration  
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helfant  
County Attorney



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

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE  
SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LESS THE SOUTH 80 FEET  
FOR ROAD RIGHT-OF-WAY.

OK  
02/01/05 G

This is not a certified copy



CFN 20080069133  
QR BK 22463 PG 0410  
RECORDED 02/26/2008 10:03:41  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER

R2008 0212

FIRST AMENDMENT TO STANDARD POTABLE  
WATER AND WASTEWATER DEVELOPMENT  
AGREEMENT

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

AMENDMENT TO  
SDA # 03-01022-000

THIS FIRST AMENDMENT, made and entered into this FEB 05 2008 day of FEB 05 2008 2006, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "County," and THE DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITED STATES OF AMERICA, INC., hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, County and Property Owner entered into a Standard Reclaimed Water Development Agreement ("Agreement") on February 10, 2005, and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 18164, Page 1062; and

WHEREAS, in order to receive potable water service, Property Owner was required to construct certain off-site utility improvements, including the installation of a 12" potable water main to serve the Property; and

WHEREAS, prior to construction of the off-site utility improvements, County requested that Property Owner oversize the potable water main to 20" to provide service to customers other than the Property Owner; and

WHEREAS, Property Owner complied with the County's request and installed the 20" potable water main; and

WHEREAS, County now wishes to reimburse Property Owner \$62,700.00 as reimbursement for the oversizing of the potable water main to 20"; and

WHEREAS, Property Owner now agrees to accept the additional amount of \$62,700.00 as reimbursement for all claims related to the construction of the off-site utility improvements, including but not limited to the 20" potable water main, and to release the County for any additional liability related to payment for the construction of the off-site utility improvements.

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

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
  - (a) The County shall reimburse Property Owner the amount of \$62,700.00 as full compensation for the off-site utility improvements, including but not limited the oversizing of the potable water main to 20". 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.
2. Property Owner for itself and its successors, assigns, predecessors, affiliated entities, directors, officers, employees, principals, agents and servants, hereby releases, acquits, and forever discharges any and all claims it may have against the County, its departments, divisions, elected officials and employees, for any additional payments or credits related to the off-site utility improvements, including but not limited to the oversizing of the potable water main to 20".

3. All other provisions of the Agreement, dated February 10, 2005, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

*This is not a certified copy*

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

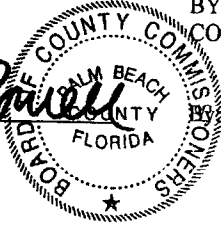
ATTEST:

R 2008. 02 12

SHARON R. BOCK, CLERK  
AND COMPTROLLER

FEB 05 2008  
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: Sharon R. Bock  
Deputy Clerk



By: Addie L. Green  
Addie L. Green, Chairperson  
RAS 1/12/08

[SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Department Director

WITNESSES:

[Signature]  
SARA ORTIZ  
Type or Print Name

[Signature]  
DAVID HERNADEZ  
Type or Print Name

PROPERTY OWNER:

By: [Signature]  
Signature  
Administrator  
Title  
Monsieur Gabriel S. Haroun  
Typed or Printed Name

[Corporate Seal]

STATE OF Florida  
COUNTY Dee

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 7th day of December  
2008 by Gabriel S. Haroun He/she is personally known to me or has produced  
as identification.

[Signature]  
Signature of Notary  
Mercedes de Quesada  
Typed, Printed, or Stamped Name  
of Notary

Notary Public  
Serial Number



HEDRICK BROTHERS  
CONSTRUCTION

Attachment 5

BRINGING VISIONS TO REALITY

May 22, 2008  
PBC Water Utility

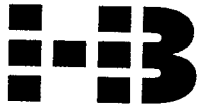
To whom it may concern,

Attached are the estimates for the additional costs to construct the St. Nicholas Melkite Mission pursuant to the County's request for additional and oversized facilities.

If you have any question regarding this matter please feel free to contact me at (561) 689-8880 ext. 4305.

Erik Himmel

Project Manager, Hedrick Brothers Construction



HEDRICK BROTHERS  
C O N S T R U C T I O N

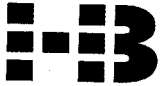
*Bringing Visions to Reality*

Difference between directional bore of a 6" force main verses an open cut 24" force main

Directional bore 6"	\$6,282.00
6" gate valve	\$887.00
6" MJDI Plug	\$233.00
6"x6" MJDI tee	\$468.00
MOT	\$2,500.00
<b>Total</b>	<b>\$10,370.00</b>

Open cut 24"	\$13,932.00
24"Gate valve	\$14,811.00
24" MJDI Plug	\$1,793.00
24"x24" MJDI tee	\$6,200.00
24"x12" MJDI reducer	\$3,500.00
12"x6" MJDI reducer	\$754.00
Pavement restoration	\$15,900.00
detector loop	\$2,000.00
MOT	\$5,800.00
<b>Total</b>	<b>\$64,690.00</b>

Open cut	\$64,690.00
Directional bore	\$10,370.00
<b>Total Difference</b>	<b>\$54,320.00</b>



HEDRICK BROTHERS  
CONSTRUCTION  
*Bringing Visions to Reality*

**Force main connection to existing 6" at Via Flora**

	Quantity		\$/	Total
6" DIP force main	55	\$	47.00	\$ 2,585.00
6" DIP tee	2	\$	468.00	\$ 936.00
6" DIP 45	4	\$	349.00	\$ 1,396.00
6" DIP 90	1	\$	371.00	\$ 371.00
6" DIP gate valve	2	\$	887.00	\$ 1,774.00
6" cut in Tee	1	\$	3,270.00	\$ 3,270.00
200sf concrete side walk (remove and reinstall)	1	\$	1,250.00	\$ 1,250.00
Sod	750	\$	0.30	\$ 225.00
MOT	1	\$	1,200.00	\$ 1,200.00
<b>Total</b>				<b>\$ 13,007.00</b>

**Water main connection to existing 6" at Via Flor**

	Quantity		\$/	Total
8" DIP water main	65	\$	32.00	\$ 2,080.00
8" gate valve	2	\$	1,412.00	\$ 2,824.00
8"x20" tee	1	\$	2,161.00	\$ 2,161.00
8" MJ DI 90	3	\$	422.00	\$ 1,266.00
8" MJ DI 45	2	\$	394.00	\$ 788.00
6"x8" MJ DI reducer	1	\$	335.00	\$ 335.00
6"x6" Tee	1	\$	447.00	\$ 447.00
Cut -in tee	1	\$	3,270.00	\$ 3,270.00
Remove & reinstall concrete walk	500	\$	6.25	\$ 3,125.00
Sod	500	\$	0.30	\$ 150.00
MOT	1	\$	1,200.00	\$ 1,200.00
<b>Total</b>				<b>\$ 17,646.00</b>