

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</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>
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No _____

Reporting Category N/A

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

C. Department Fiscal Review: See memo

III. REVIEW COMMENTS

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

The fiscal impact is indeterminable at this time. On-line usage charges will apply upon connection but will vary based on level of use.

Atwillhite 6-12-08
OFMB *Tom* *6/12* *6/12/08*

Dr. Ann J. Jacoby 6/13/08
Contract Development and Control
4/13/08

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 6/16/08
Assistant County Attorney

C. Other Department Review:

Department Director

DA # 09-90006-000

RECLAIMED WATER SERVICE AGREEMENT – LAKE DISCHARGE IRRIGATION SYSTEM

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 200__, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and **GLENEAGLES COUNTRY CLUB INC.**, a Florida not for profit corporation, (hereinafter referred to as "Manager") and consented to and joined in by Gleneagles Condominium II Association, Inc., Gleneagles Condominium I Association, Inc., Gleneagles Condominium III Association, Inc., Gleneagles Condominium IV Association, Inc., Gleneagles Condominium V Association, Inc., Gleneagles Condominium VI Association, Inc., Gleneagles at Lomond Hill Homeowners Association, Inc. and Gleneagles Fairway Homeowners Association, Inc., each a Florida not for profit corporation (hereinafter collectively referred to as "Associations" or individually referred to as "Association")

WHEREAS, Manager either owns the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to own, control, and maintain an Irrigation System on the Property; and

WHEREAS, Manager desires to cause the existing Irrigation System to utilize Reclaimed Water supplied by Utility to irrigate the Property; and

WHEREAS, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

WHEREAS, Manager and the Associations shall use Reclaimed Water for landscape irrigation purposes only; and

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

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Manager 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 adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this Agreement.
 - (b) "Service" – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.
 - (c) "Point(s) of Service" – the point where the Reclaimed Water exits the Utility System and is discharged into the lake(s).
 - (d) "Lake Discharge Irrigation System" – an Irrigation System in which the Reclaimed Water supplied by Utility is discharged under controlled conditions into a lake or other body of water for withdrawal by Manager.
 - (e) "On-Property Utility Facilities" – Reclaimed Water facilities located on the Property which are required to be constructed to connect the Utility System with the Irrigation System.

- (f) "Utility System" – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the On-Property Utility Facilities following conveyance of same by Manager to Utility.
- (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) "Reclaimed Water" – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) "Irrigation System" - a network of pipes, pumping facilities, storage facilities, sprinkler heads, lakes, and other bodies of water, and appurtenances on Manager's side of the Point of Service designed to convey and apply Reclaimed Water for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager (i.e., lakes and other bodies of water), said components are still considered part of the Irrigation System for purposes of this Agreement.

3. Manager 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-Property Utility Facilities. Utility will advise Manager's engineer of any sizing requirements as mandated by the UPAP. 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, Manager shall cause to be constructed, at Manager's expense, the On-Property Utility Facilities, 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.

During the installation of the On-Property Utility Facilities, 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 On-Property Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its 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 of the On-Property Utility Facilities.

Utility hereby agrees to accept ownership of the On-Property Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all On-Property Utility Facilities installed by Manager'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, Manager shall convey to Utility in a form supplied by Utility the On-Property Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Subsequent to construction of the On-Property Utility Facilities and prior to Service Initiation, if not previously conveyed to Utility, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the

foregoing purposes. 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 insure the validity of the easement. Utility's acceptance of the On-Property Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor and conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Final DEP Certification or Service Initiation, whichever occurs later. 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 On-Property Utility Facilities shall be located within an easement if not located within platted or dedicated rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records for the purpose of perfecting the grant of the easement set forth therein.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any On-Property Utility Facilities) in accordance with the terms and intent of this Agreement. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the Department of Environmental Protection, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other body with jurisdiction over usage of Reclaimed Water. The Associations, by joining in and consenting to this Agreement, agree to cooperate with Manager and Utility to cause operation of the Irrigation System in accordance with the preceding sentence. Prior to Service Initiation, Manager shall be required to notify, in writing, the Associations which may utilize the Reclaimed Water delivered through the Irrigation System, that Reclaimed Water will be delivered through the Irrigation System. Manager shall hold harmless, indemnify, and release Utility 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 the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility.

5. Manager hereby requests and Utility agrees to provide to Manager via a Lake Discharge System an annual maximum flow rate of **300 million** gallons of Reclaimed Water subject to a maximum monthly rate of **44 million** gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service. The flow rate has been determined by mutual agreement of Manager and Utility, and is subject to any usage/withdrawal restrictions imposed by the South Florida Water Management District or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water discharged into the lake, while maintaining the maximum monthly flow rate during those months in which such flow rate is needed. Manager shall be required to install a remote telemetry unit as specified by Utility at the Point of Service to regulate peak flow conditions and to permit Utility to shut off the flow of Reclaimed Water when necessary. In addition, the Point of Service shall include an automatic float-controlled shut-off valve. The float elevation shall be set in accordance with the rules and regulations for lake height set by the applicable water control authority, and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of applicable lake level rules and regulations. Utility shall provide Reclaimed Water which meets all applicable water quality rules and regulations to the Point of Service, and shall be responsible for monitoring and maintaining the automatic float-controlled shut-off valve, so that applicable lake level rules are complied with. Manager shall be solely responsible for complying with all applicable rules and regulations relating to lake withdrawal, including but not limited to withdrawal amounts.

6. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

7. Upon submission of this Agreement, Manager, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deeds for the purpose of establishing ownership of the Property; however, if all of the Property is not owned by the Manager, the Manager may provide evidence reasonably acceptable to Utility demonstrating that the Manager is responsible for maintenance or repair of the Irrigation System. In addition, all mortgage or lien holders, if any, having a mortgage on those lands over which the easement for the On-Property Utility Facilities referred to in Paragraph 3 above will be located, shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. If no liens or mortgages exist over said lands, Manager shall submit a letter from an attorney licensed in Florida or other evidence satisfactory to Utility confirming that there are no mortgages or liens on the lands over which the easement for the On-Property Utility Facilities will be located.

8. If Manager does not own all or a portion of the Property, or does not own a portion of the Irrigation System, Manager shall provide Utility with evidence satisfactory to Utility that Manager has been granted the authority to utilize that portion of the Property/Irrigation System that Manager does not own and that the Owner of said portion of the Property/Irrigation System consents to this Agreement.

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 Manager or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Manager, upon any other entity holding by, through or under Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility. Any fee or rate delinquent more than 120 days will automatically void this Agreement.

10. Manager or its assignee shall not have the right to and shall not connect to the Utility System 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 Manager or other than Utility. In addition, Manager or its Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Irrigation System. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**. Manager shall not permit the flow of Reclaimed Water into any adjoining property whatsoever.

11. The sale, conveyance, transfer of assignment of this Agreement by Manager 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 Manager, shall be mailed or delivered to Manager at:

**C/o Facilities Director
7667 Victory Lane
Delray Beach, FL 33446**

And if to Utility, shall be mailed or delivered at:

**Palm Beach County Water Utilities Department
Contract Management Section
P. O. Box 16097
West Palm Beach, FL 33416-6097**

13. Unless Manager 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

Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

14. 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, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

15. 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

Clerk & Comptroller (or Deputy Clerk)

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

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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

WITNESSES:

Rondee L. Spencer
Typed or Printed Name

Judith Rego
Typed or Printed Name

PROPERTY OWNER:

By: _____
Signature
Kraig M. Spina
Typed or Printed Name
General Manager / CEO
Title

[Corporate Seal]

NOTARY CERTIFICATE

STATE OF FL
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of April, 2008 by KRAIG SPINA, of GLENEAGLES COUNTRY CLUB, a FL CORP, on behalf of the CORP. He/she is personally known to me or has produced _____ as identification.

Signature of Notary

VARTO HAIRANIAN
Typed, Printed, or Stamped Name
of Notary

Notary Public
Serial Number _____

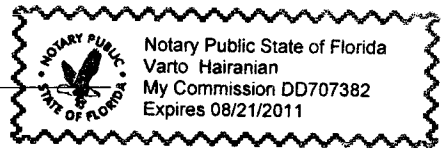


Exhibit A

Legal Description

GLENEAGLES P.U.D.

FURTHER DESCRIBED AS:

Gleneagles Plat One, as recorded in Plat Book 50, Page 63, official record books of Palm Beach County.

And

Gleneagles Plat Two, as recorded in Plat Book 50, Page 79, official record books of Palm Beach County.

And

Gleneagles Plat Three, as recorded in Plat Book 51, Page 145, official record books of Palm Beach County.

And

Gleneagles Plat Four, as recorded in Plat Book 51, Page 135, official record books of Palm Beach County.

And

Gleneagles Plat Five, as recorded in Plat Book 52, Page 1, official record books of Palm Beach County.

And

Gleneagles Plat Six, as recorded in Plat Book 53, Page 20, official record books of Palm Beach County.

And

Gleneagles Plat Seven as recorded in Plat Book 52, Page 61, official record books of Palm Beach County.

And

Gleneagles Plat Seven A, as recorded in Plat Book 53, Page 87, official record books of Palm Beach County.

And

Gleneagles Plat Eight, as recorded in Plat Book 54, Page 114, official record books of Palm Beach County.

And

Gleneagles Plat Nine, as recorded in Plat Book 55, Page 47, official record books of Palm Beach County.

And

Gleneagles Plat Ten, as recorded in Plat Book 60, Page 86, official record books of Palm Beach County.

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM II ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM II
ASSOCIATION, INC., a Florida corporation not for
profit, Association

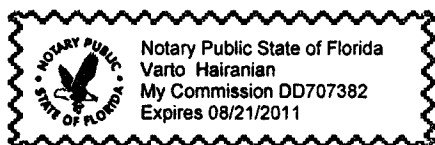
By: [Signature]
Printed Name: SHERMAN A. RINKEL

By: [Signature]
Printed Name: MANNIE SIPPRESS
Title: President

By: [Signature]
Printed Name: BARRY D. GURGENIZ

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Mannie Sipress as President of GLENEAGLES CONDOMINIUM II ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



[Signature]
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

(Seal)

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM I ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM I ASSOCIATION, INC., a Florida corporation not for profit, Association

By: Maria Ambrose
Printed Name: Maria Ambrose

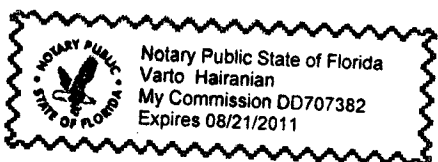
By: Richard North
Printed Name: RICHARD J. NORTH

By: Wendylin Barbieri
Printed Name: Wendylin Barbieri

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Richard J. North as President of GLENEAGLES CONDOMINIUM I ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



Varto Hairanian
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

(Seal)

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM III
ASSOCIATION, INC., a Florida corporation not for
profit, Association

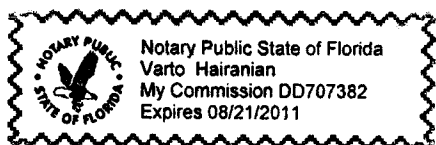
By: [Signature]
Printed Name: Rondee L. Spencer

By: [Signature]
Printed Name: L. E. Gitlin
Title: Pres.

By: [Signature]
Printed Name: Avaide Mottola

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of April, 2008 by L. E. Gitlin as President of GLENEAGLES CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



[Signature]
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

(Seal)

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM IV ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM IV ASSOCIATION, INC., a Florida corporation not for profit, Association

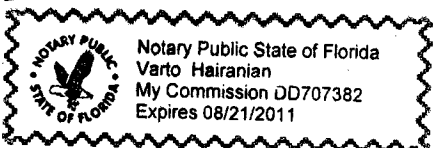
By: [Signature]
Printed Name: RANDY J. SPENCE

By: [Signature]
Printed Name: LEONARD HOROWITZ
Title: AS PRESIDENT

By: [Signature]
Printed Name: ANGIE MOTTOLA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of April, 2008 by Leonard Horowitz as President of GLENEAGLES CONDOMINIUM IV ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



[Signature]
Signature of Notary, State of Florida
VARTO HAIRANIAN
Printed Name of Notary

(Seal)

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM V ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM V ASSOCIATION, INC., a Florida corporation not for profit, Association

By: *Maria Ambrose*
Printed Name: Maria Ambrose

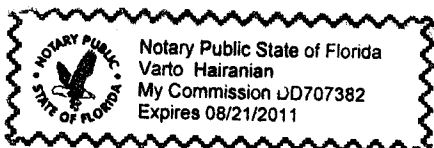
By: *Shirley Rudo*
Printed Name: SHIRLEY RUDO

By: *Annie Mottola*
Printed Name: ANNIE MOTTOLA

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Shirley Rudo as President of GLENEAGLES CONDOMINIUM V ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



Varto Hairanian
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

(Seal)

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES CONDOMINIUM VI ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES CONDOMINIUM VI ASSOCIATION, INC., a Florida corporation not for profit, Association

By: Melanie O'Brien
Printed Name: Melanie O'Brien

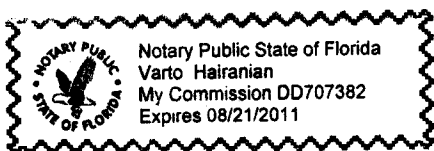
By: Bernard Rifkin
Printed Name: Bernard Rifkin

By: Darryl Retko
Printed Name: Darryl Retko

Title: PRES.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Bernard Rifkin as President of GLENEAGLES CONDOMINIUM VI ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



(Seal)

Varto Hairanian
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES AT LOMOND HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES AT LOMOND HILLS
HOMEOWNERS ASSOCIATION, INC., a Florida
corporation not for profit, Association

By: *Rita Gabe*
Printed Name: RITA GABE

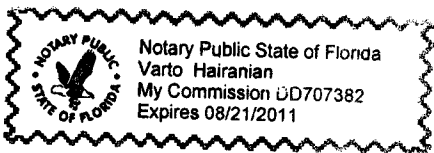
By: *Irv Benedon*
Printed Name: Irv Benedon

By: *Maria Ambrose*
Printed Name: Maria Ambrose

Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Irv Benedon as President of GLENEAGLES AT LOMOND HILLS HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



(Seal)

Varto Hairanian
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary

**JOINDER AND CONSENT TO RECLAIMED WATER SERVICE AGREEMENT -
LAKE DISCHARGE IRRIGATION SYSTEM**

This Joinder and Consent ("Joinder") is given as of the _____ day of _____, 2008, by GLENEAGLES FAIRWAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association"), which will receive certain benefits pursuant to that certain Reclaimed Water Service Agreement - Lake Discharge Irrigation System ("Agreement") to which this Joinder is attached.

WHEREAS, Gleneagles Country Club, Inc., a Florida corporation not for profit ("Manager") has entered into the Agreement with Palm Beach County, a subdivision of the State of Florida ("Utility") wherein the Utility has agreed to provide reclaimed water to Manager for use in connection with landscape irrigation of certain lands owned by or under the control or management of Manager; and

WHEREAS, a portion of the Reclaimed Water provided by the Utility to Manager will be used for landscape irrigation of certain lands and areas managed by the Association; and

WHEREAS, in connection with the execution of the Agreement, the Utility is requiring the joinder and consent of the Association to the Agreement.

NOW THEREFORE, the Association hereby joins in and consents to the terms and conditions of the Agreement and agrees to be bound by those provisions of the Agreement applicable to the Association, including, without limitation, a restriction on the use of the Reclaimed Water for landscape irrigation purposes only and an agreement to cooperate with the Manager and the Utility to cause operation of the Irrigation System in accordance with the terms of the Agreement.

Made as of the day and year first above written.

Witnessed by:

GLENEAGLES FAIRWAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, Association

By: *Maria Ambrose*
Printed Name: maria Ambrose

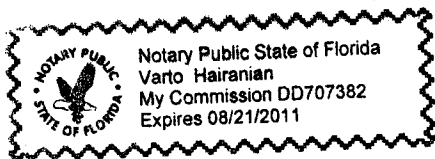
By: *Judith Hotz*
Printed Name: JUDITH HOTZ

By: *Melanie O'Brien*
Printed Name: Melanie O'Brien

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

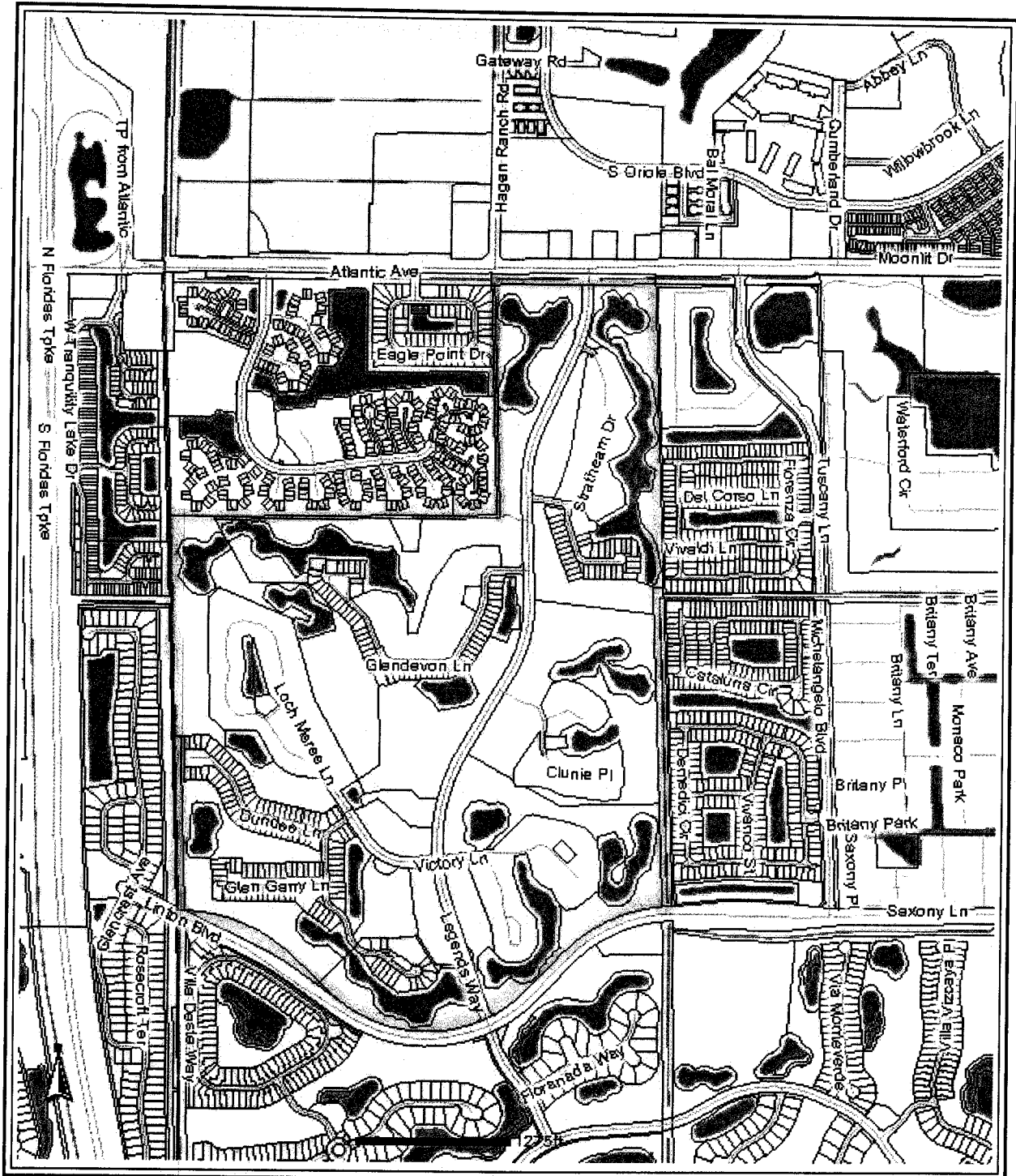
The foregoing instrument was acknowledged before me this 9th day of April, 2008 by Judith Hotz as President of GLENEAGLES FAIRWAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, who produced _____ as identification or who is personally known to me.



(Seal)

Varto Hairanian
Signature of Notary, State of Florida

VARTO HAIRANIAN
Printed Name of Notary



Location Map
Gleneagles Country Club

Map Scale 1:15297

Map produced on 6/2/2008

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

M/RK 6-0
A/965

AGENDA ITEM SUMMARY

No R#
Board Didn't Sign

Meeting Date: November 20, 2007

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: A) approve the Standard Reclaimed Water Service Agreement – Direct Irrigation System; B) approve the Standard Reclaimed Water Service Agreement - Lake Discharge Irrigation System; C) authorize the County Administrator or his designee to enter into both versions of the Agreements; and D) incorporate both Agreements into Chapter 3 of the Department's Uniform Policies and Procedures Manual.

Summary: The recent expansion of the Palm Beach County Water Utilities Department's (Department) reclaimed water system provides the opportunity for existing developments either to connect their irrigation systems directly to the Department's reclaimed water mains or to install infrastructure to convey reclaimed water into a development's lakes for subsequent irrigation through the development's irrigation system. These agreements provide for terms and conditions associated with either type of irrigation using reclaimed water and ensure compliance with Florida Administrative Code 62-610 governing reuse of reclaimed water. The Department recommends incorporating these agreements into Chapter 3 of its Uniform Policies and Procedures Manual (UPAP). These agreements will not be utilized for new development. Any Reclaimed Water Service Agreement requiring special conditions not specifically authorized in the UPAP shall require approval by the Board of County Commissioners. District 1,2,3,5,6 (MJ)

Background and Justification: The Palm Beach County Water Utilities Department is dedicated to promoting economically and technically feasible technologies for water conservation. One component of this effort is irrigation utilizing reclaimed water from the Department's water reclamation facilities. Reclaimed water systems offer significant advantages to consumers and the environment by reducing the demand on potable water resources and by offering consumers an alternative to reducing irrigation frequency during times of drought.

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF NOV 20 2007

[Signature] D.C.

MINUTES & RECORDS SECTION

Attachments:

1. One (1) Standard Reclaimed Water Service Agreement – Direct Irrigation System
2. One (1) Standard Reclaimed Water Service Agreement – Lake Discharge Irrigation System

Recommended By:

[Signature]
Department Director

11/6/07

Date

Approved By:

[Signature]
Assistant County Administrator

11/6/07
Date