

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0	0	0	0	0
External Revenues	<u>(\$7,475.00)</u>	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	<u>(\$7,475.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Budget Account No.:	Fund <u>4001</u>	Dept. <u>720</u>	Unit <u>4200</u>	Rev Source <u>6999</u>	

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

The County will receive \$7,475 under the terms of this agreement prior to water/wastewater service initiation or prior to the sale of the property or any portion thereof.

Operations & Maintenance Fund

C. Department Fiscal Review: *In Egerter*

III. REVIEW COMMENTS

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

Atwillhite 9.2.08
 OFMB *SN CN*
9/2/08 9/2/08

John J. J... 9/2/08
 Contract Development and Control
9/2/08

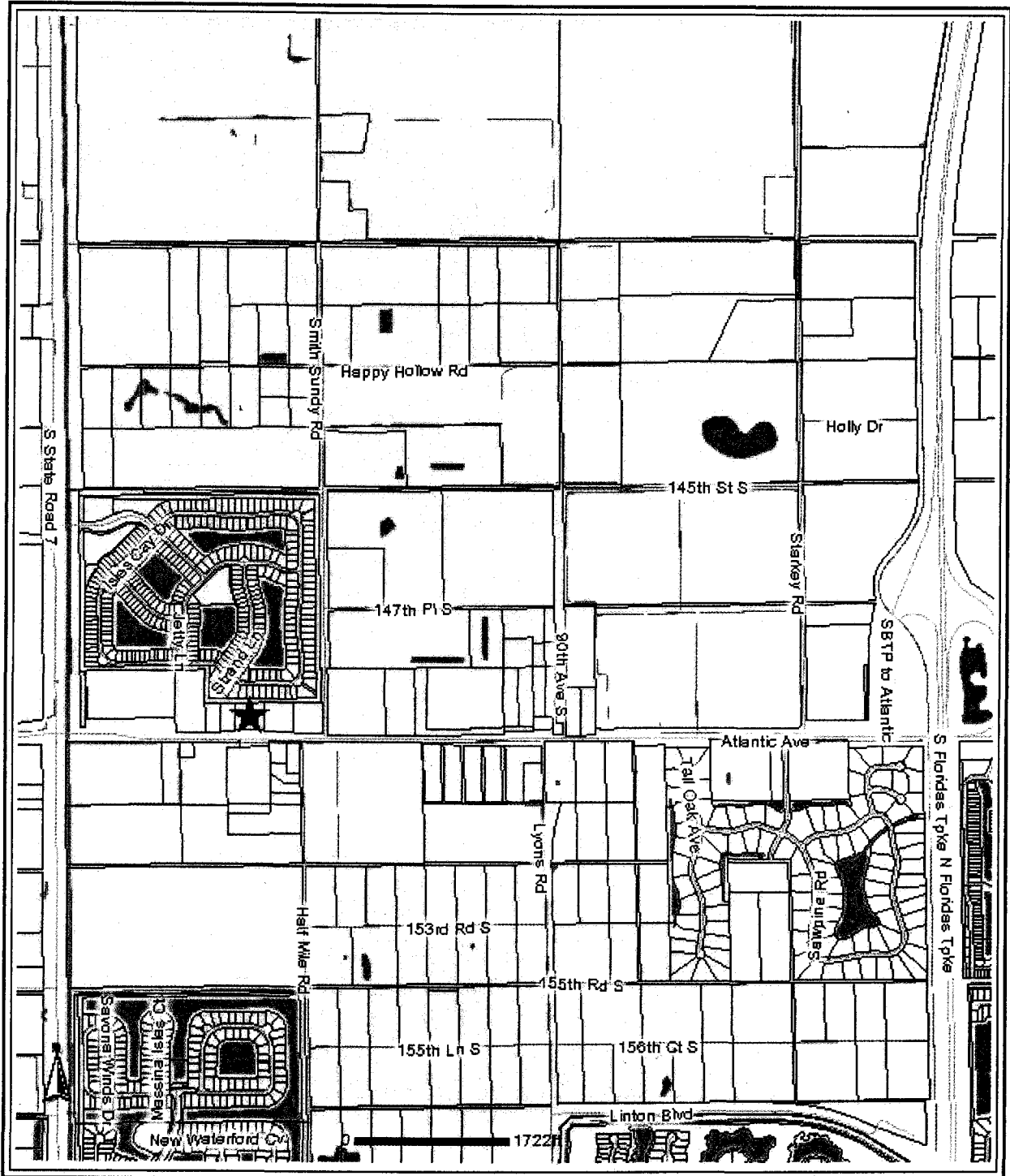
B. Legal Sufficiency:

[Signature] *9/3/08*
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director



WEST ATLANTIC PROPERTY ASSOCIATES, LLC - Location

Map Scale 1:20660

Map produced on 8/8/2008

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

AMENDMENT TO
SDA # 03-90005-000

FIRST AMENDMENT TO RECLAIMED WATER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO RECLAIMED WATER DEVELOPMENT AGREEMENT, made and entered into this _____ day of _____, 2008, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility," and **WEST ATLANTIC PROPERTY ASSOCIATES, LLC**, a Florida limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Utility and Property Owner entered into a Standard Reclaimed Water Development Agreement ("Agreement") on March 26, 2007 (R07-0789), and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 21568, Page 1848, in relation to that certain property described in Exhibit "A" to the Agreement ("Property"); and

WHEREAS, in order to receive reclaimed water service Property Owner is required to design and construct, at no cost to Utility, approximately 330 linear feet of 12" reclaimed water main along the Property's frontage along Atlantic Avenue; and

WHEREAS, Utility's nearest reclaimed water main is on Atlantic Avenue, approximately 325 linear feet east of the Property's eastern boundary, and

WHEREAS, prior to water/wastewater service initiation, Property Owner shall be required to pay \$7,475 to Utility as a contribution in lieu of construction towards Utility's future extension of the off-site reclaimed water main along the intervening 325 linear feet.

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 and are incorporated herein by specific reference.
2. Prior to the initiation of water and wastewater service to the Property, Property Owner shall pay \$7,475 to Utility as a contribution in lieu of construction for Utility's future installation of approximately 325 linear feet of an off-site reclaimed water main.
3. Property Owner shall design and construct the Property's irrigation system in accordance with all applicable reclaimed water system rules and regulations. Any modification, removal installation and addition of the irrigation system shall be the sole responsibility of Property Owner.
4. Property Owner may utilize, subject to any applicable usage rules and regulations, non-reclaimed water (such as well water, lake water or potable water) for irrigation purposes until a reclaimed water main is available for connection within 50 feet of the Property. Upon notification by Utility that a reclaimed water main is available for connection within 50 feet of the Property, Property Owner shall: (a) obtain all necessary approvals and permits; (b) install, subject to payment of Service Initiation Fees, any reclaimed water facilities required to comply with the Utility's regulations; (c) connect to Utility's reclaimed water system for irrigation purposes within 60 days of receipt of said notification; and, (d) discontinue using the non-reuse water source, as approved by Utility. Any retrofitting or modifications of the irrigation system shall be the

sole responsibility of Property Owner. Non-compliance may result in termination of potable water/wastewater service.

5. Property Owner agrees that the payment of the above fee does not constitute any commitment from Utility regarding the availability or timing of availability, or the minimum or maximum pressure of reclaimed water.
6. Utility reserves the right to regulate the frequency and duration of irrigation when using reclaimed water.
7. All other provisions of the Agreement, dated March 26, 2007, 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 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:

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: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director

WITNESSES:

[Signature]

Patricia Fenton
Type or Print Name

[Signature]

Brian A. Beckers
Type or Print Name

PROPERTY OWNER:

By: [Signature]
Signature

Title
Robert S. Weinroth
Typed or Printed Name

[Corporate
Seal]

NOTARY CERTIFICATE

STATE OF Florida
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 21 day of July,
2008 by Robert Weinroth. He/she is personally known to me or has produced
FL DL # W563-777-52-209-0 as identification.

[Signature]
Signature of Notary

Patricia Fenton
Typed, Printed, or Stamped Name
of Notary

Notary Public

Serial Number

