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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0960 - 963; (4pgs)

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

SDA # 05-01058-R01

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

**THIS AGREEMENT** is made and entered into this 29<sup>th</sup> day of July, 2008 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **Woolbright Jog LLC**, hereinafter referred to as "Property Owner."

**WITNESSETH:**

**WHEREAS**, and a predecessor in interest entered in to a Standard Potable Water and Wastewater Development Agreement on **July 29, 2003**, hereinafter referred to as "Agreement" (R2003-1296); and

**WHEREAS**, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book 15620, Page 1742; and

**WHEREAS**, on **July 17, 2007**, predecessor in interest, **Herbert F. Kahlert and Hans C. Kahlert as Co-Trustees of Trust "A" under the will of Fritz M. Kahlert and Herbert F Kahlert individually and Personal Representative of Estate of Karl A. Kahlert** assigned 76.60 ERCs to Property Owner; and,

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

**WHEREAS**, the five (5) year term provided for in the Agreement has expired or will expire on **July 31, 2008** ("Capacity Expiration Date"); and

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

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

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

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

**1. Recitals**

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

**2. Renewal of Capacity Reservation**

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

Potable Water:	\$140.76	per ERC x	76.60	ERCs =	<u>\$10,782.22</u>
Wastewater:	\$197.52	per ERC x	76.60	ERCs =	<u>\$15,130.03</u>
				<b>SUBTOTAL</b>	<u>\$25,912.25</u>
				<b>FRANCHISE FEE</b>	<u>\$0.00</u>
				<b>TOTAL MAP DUE</b>	<u>\$25,912.25</u>

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

### **3. Notifications**

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

C/o Michael Troxell, Sr. Project Manager  
3200 N Military Trail, 4<sup>th</sup> Floor  
Boca Raton, FL 33431

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

### **4. Applicable Law**

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

### **5. Severability**

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

### **6. Enforcement Costs**

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

### **7. Entirety of Agreement**

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

### **8. Successors in Interest**

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

### **9. Counterparts**

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one (1) and the same instrument.

### **10. Filing**

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

**11. Modification of Agreement and Standard Renewal Agreement**

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

**12. Captions**

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

**13. Effective Date**

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

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

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

WITNESSES:

Nancy M May  
Signature  
NANCY M. MAY  
Print Name

Anna M Daniels  
Signature  
ANNA M. DANIELS  
Print Name

PALM BEACH COUNTY

By: [Signature]  
Director, Water Utilities Department

Woolbright Jog, LLC, a Florida limited liability company  
By: Woolbright Jog Member, LLC, a Florida limited liability company, its sole Member

WITNESSES:

Michelle Sweeney  
Signature  
Michelle S. Sweeney  
Print Name

[Signature]  
Signature  
Ted Talbot  
Print Name

PROPERTY OWNER

By: [Signature]

Title: Larry Bernick, Vice President

(Seal)

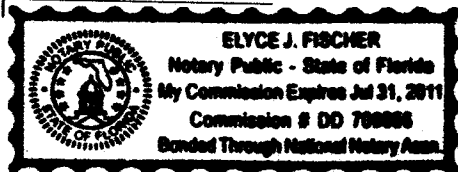
NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2008 by Larry Bernick who is personally known to me or who has produced as identification.

My Commission Expires: July 31, 2011

Elyce J. Fischer  
Signature of Notary



Elyce J. Fischer  
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: Delura M West  
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
County Attorney

[Signature]