



CFN 20090151487
 OR BK 23214 PG 1376
 RECORDED 05/06/2009 11:51:20
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1376 - 1382; (7pgs)

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

RWSA # 03-90009-000

RECLAIMED WATER SERVICE AGREEMENT – LAKE DISCHARGE IRRIGATION SYSTEM

THIS AGREEMENT ("Agreement") made and entered into this 27th day of MARCH, 2009, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and **PINE RIDGE AT DELRAY BEACH MASTER ASSOCIATION, INC.**, a Florida Corporation (hereinafter referred to as "Manager").

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 control and/or maintain an Irrigation System on the Property; and

WHEREAS, Manager has the authority to enter into this Agreement; and

WHEREAS, Manager desires to allow the County to discharge Reclaimed Water into On-Site Stormwater Retention Ponds for irrigation purposes; 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 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 On-Site Stormwater Retention Ponds.
 - (e) "Required Utility Facilities" – Reclaimed Water facilities 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 Required 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, On-Site Stormwater Retention Ponds, and appurtenances on Manager's side of the Point of Service designed for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager, said components are still considered part of the Irrigation System for purposes of this Agreement.
- (j) "On-Site Stormwater Retention Ponds" – a body or bodies of water designed to collect, store and/or convey stormwater.

3. Manager shall submit to Utility engineering plans and specifications prepared and sealed by a professional engineer registered in the State of Florida showing the Required 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 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 construct, at Manager's expense, the Required 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 Required 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 Required 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, shall be submitted to Utility upon completion of construction of the Required Utility Facilities.

Utility hereby agrees to accept ownership of the Required Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all Required 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 Required Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities 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 Required Utility Facilities 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 length of the centerline of the easement). Said title policy shall confirm the grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the Required 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 that are conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Service Initiation., All Required Utility Facilities shall be located within an easement if not located within platted or dedicated public rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records.

4. Utility's performance under this Agreement is specifically contingent upon Utility's acquisition of a National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) for discharge into On-Site Stormwater Retention Ponds. Utility does not guarantee that the NPDES permit will be issued, and any costs incurred by Manager prior to Utility's acquisition of the NPDES permit shall be at Manager's own risk. Manager shall also provide Utility with evidence from the governing drainage district that discharge of Reclaimed Water into On-Site Stormwater Retention Ponds is permitted. Manager shall comply with all permit conditions set forth in the NPDES permit. 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 FDEP, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other entity with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall provide Utility a written confirmation of notice to all property owners that Reclaimed Water will be utilized in 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. Upon the 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 Required Utility Facilities) in accordance with the terms and intent of this Agreement.

5. Manager hereby requests and Utility agrees to provide to Manager via a Lake Discharge System a maximum annual flow of **105** million gallons of Reclaimed Water subject to a maximum monthly flow of **8.8** million gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service nor does the Utility guarantee any minimum water level at the On-Site Stormwater Retention Ponds. The flow amounts are subject to any usage/withdrawal restrictions imposed by the South Florida Water Management District, FDEP, or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water at the Point of Service while maintaining the maximum monthly flow rate during those months in which such flow is needed. Manager shall install an automatic float-controlled shut-off valve assembly at each point of discharge of Reclaimed Water into On-Site Stormwater Retention Ponds. The float elevation shall be in accordance with permit conditions set by FDEP and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of said permit conditions. Each party shall be responsible for complying with all applicable permit conditions.

6. Any modifications to the Irrigation System must be approved by Utility. Any change or modification to the level control system for On-Site Stormwater Retention Ponds including overflow weirs/bleeders must be approved in advance by Utility. Manager shall provide a report to Utility, consisting of a log of daily readings of each lake system's water level; in a form acceptable to Utility and shall include an electronic version (MS Excel format) on a monthly basis, submitted no later than the 15th of the following month.

7. 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.

8. Manager shall provide Utility evidence satisfactory to Utility that Manager has the authority to enter into 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

10. Manager 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 agrees to comply with all rules and regulations of the UPAP, Department of Health, DEP, and/or any other authority with jurisdiction over water use on the Property. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**.

11. Any conveyance, transfer or assignment of this Agreement by Manager must be approved in advance by Utility.

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:

13751 Oneida Drive
Delray Beach, FL 33446-3302

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. 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.

16. Utility shall have the right to terminate Reclaimed Water Service in the event of non-compliance by the Manager with any of the conditions of this Agreement.

17. Service Initiation to occur within twelve (12) months of the Effective Date of this Agreement, which is the date that Utility executes the Agreement. If Service Initiation does not occur within twelve (12) months of the Effective Date of this Agreement, this Agreement shall automatically terminate and a Memorandum of said termination shall be recorded in the official records of Palm Beach County.

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.

WITNESSES:

PALM BEACH COUNTY

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

By: [Signature]
County Administrator or Designee

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

WITNESSES:

MANAGER:

Vivien D'Angelo Rice
Signature
Vivien D'Angelo Rice
Typed or Printed Name

By: [Signature]
Signature
EDWIN GOLDWASSER
Typed or Printed Name
PRESIDENT
Title

Kessene Fonseca
Signature
Kessene Fonseca
Typed or Printed Name

{Corporate Seal}

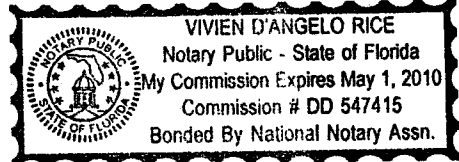
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of MARCH 2009 by EDWIN GOLDWASSER. He/she is personally known to me or has produced FLORIDA DRIVERS LICENSE as identification. 4-16-11

My Commission Expires: _____

[Signature]
Signature of Notary



Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Pine Ridge at Delray Beach, as recorded in Book 58, pages 47 – 51 of the Public Records of Palm Beach County, Florida.

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OK
03/16/09

POTABLE WATER AND WASTEWATER

CFN 20090151486
OR BK 23214 PG 1367
RECORDED 05/06/2009 11:51:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1367 - 1375; (9pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 27th day of MARCH, 2009,
by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter
referred to as "Utility", and **WILLIAM MAZZONI REVOCABLE TRUST**, dated **June 4, 1992**,
hereinafter referred to as "Property Owner."

SDA # 05-01100-000

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as
more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred
to as "Property", whereupon Property Owner has or is about to develop the Property by erecting
thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities
hereinafter referred to as "facilities"; and

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

WHEREAS, Property Owner understands that this contract for service in no way entitles
Property Owner to densities which are greater than those allowed under the density provisions of the
Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise
be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and
wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as
used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water
Utilities Department as may be amended from time to time, which is incorporated herein by
reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to
collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected
with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which
corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family
residential category of Customer usage. This system capacity equivalency unit is utilized to
establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees
plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal
agreement for each ERC (or ERIC) represented in the Agreement;

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- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

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

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

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

Potable Water:	\$146.28 per ERC x	<u>23.20</u>	ERCs =	<u>\$3,393.70</u>
Wastewater:	\$205.32 per ERC x	<u>23.20</u>	ERCs =	<u>\$4,763.42</u>
			Franchise Fee	<u>\$0.00</u>
			TOTAL	<u><u>\$8,157.12</u></u>

Upon receipt of the MAP, Utility agrees to reserve 23.20 ERCs of Potable Water and Wastewater system capacity for Property Owner until **March 31, 2014**, 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

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

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

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

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**6665 Skyline Drive
Delray Beach, FL 33446-2203;**

and if to Utility, shall be mailed to:

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

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:

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POTABLE WATER AND WASTEWATER

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

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY

By: [Signature]
County Administrator or Designee

Typed or Printed Name

Anna M Daniels
Signature
ANNA M. DANIELS

Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

Kristina Poelli
Signature
Kristina Poelli

By: William A. Mazzoni
Signature
William A. Mazzoni

Typed or Printed Name

Typed or Printed Name

[Signature]
Signature
Kelly Newell

Trustee

Typed or Printed Name

Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th day of March, 2009 by William A. Mazzoni. He/she is personally known to me or has produced as identification.

My Commission Expires: _____

[Signature]
Signature of Notary



Typed, Printed, or Stamped Name of Notary

Notary Public Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

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

WITNESSES:

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

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

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Kristina Pinelli
Signature
Kristina Pinelli
Typed or Printed Name

[Signature]
Signature
Nelly Powell
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature
THOMAS A. SMITH
Typed or Printed Name
TRUSTEE
Title

{ Corporate Seal }

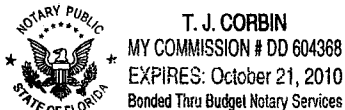
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of MARCH, 2009 by THOMAS A. SMITH (He) she is personally known to me or has produced as identification.

My Commission Expires:

[Signature]
Signature of Notary
T. J. CORBIN
Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number



WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

**EXHIBIT "A"
LEGAL DESCRIPTION**

TRACTS 103, 104, LESS THE SOUTH 30.0 FEET THEREOF, AND THAT PORTION OF THE 30 FOOT ROAD RIGHT-OF-WAY LYING WEST OF TRACT 104, LESS THE SOUTH 95.0 FEET THEREOF, BLOCK 49, PALM BEACH FARMS COMPANY PLAT NO. 3, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR BOYNTON BEACH BOULEVARD (STATE ROAD NO. 804), AS DESCRIBED IN OFFICIAL RECORDS BOOK 6690, PAGE 1384 AND OFFICIAL RECORDS BOOK 6366, PAGE 721, AND LESS THAT PORTION OF TRACTS 103 AND 104, DESCRIBED AS PARCELS "A" AND "C", AS RECORDED IN OFFICIAL RECORDS BOOK 8898, PAGE 220.

PARCEL A:

PARCELS OF LAND IN TRACTS 103, 104, AND 105, BLOCK 49 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "S" OF PALM ISLES, A P.U.D., AS RECORDED IN PLAT BOOK 67, PAGES 116 THRU 127, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING OF S.00°56'17"E., ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "S", A DISTANCE OF 1.00 FOOT; THENCE S.89°03'17"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST BOYNTON BEACH BOULEVARD, A DISTANCE OF 174.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°03'17"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 484.51 FEET TO THE WEST LINE OF SAID TRACT 104; THENCE N.00°56'17"W., ALONG SAID WEST LINE, A DISTANCE OF 565.12 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N.89°03'43"E., ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 31.91 FEET; THENCE S.02°52'10"E., A DISTANCE OF 225.24 FEET TO A LINE 39.50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 104; THENCE S.00°56'17"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 287.99 FEET; THENCE S.45°56'30"E., A DISTANCE OF 56.57 FEET TO A LINE 12.00 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF WEST BOYNTON BEACH BOULEVARD; THENCE N.89°03'17"E., ALONG SAID PARALLEL LINE A DISTANCE OF 355.74 FEET; THENCE S.77°15'17"E., A DISTANCE OF 50.70 FEET TO THE POINT OF BEGINNING; TOGETHER WITH PARCEL "C", DESCRIBED AS FOLLOWS:

PARCEL C:

A STRIP OF LAND 30.00 FEET IN WIDTH FOR ROAD RIGHT-OF-WAY PURPOSES BEING A PORTION OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, PALM BEACH COUNTY PUBLIC RECORDS, SITUATE IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE 30.00 FOOT ROAD RIGHT-OF-WAY LYING BETWEEN TRACTS 104 AND 105, BLOCK 49, AS SHOWN ON THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LESS THE SOUTH 95.00 FEET THEREOF.

(THE ABOVE DESCRIBED PARCEL "C" BEING A PART OF THE LAND QUITCLAIMED TO WILLIAM MAZZONI BY QUITCLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 8746, PAGE 534 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA).

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OU
3/23/9
G



POTABLE WATER AND WASTEWATER

CFN 20090151489
OR BK 23214 PG 1392
RECORDED 05/06/2009 11:51:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1392 - 1400; (9pgs)

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

SDA # 05-01101-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 5th day of MAY, 2009, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and TOWN COMMONS ACQUISITION, LLC, a Florida limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities hereinafter referred to as "facilities"; and

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

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

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

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

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

Potable Water:	\$163.44 per ERC x	<u>30.50</u>	ERCs =	<u>\$4,984.92</u>
Wastewater:	\$229.44 per ERC x	<u>30.50</u>	ERCs =	<u>\$6,997.92</u>
			Franchise Fee	\$0.00
			TOTAL	<u>\$11,982.84</u>

Upon receipt of the MAP, Utility agrees to reserve 30.50 ERCs of Potable Water and Wastewater system capacity for Property Owner until **May 30, 2014**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

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

POTABLE WATER AND WASTEWATER

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

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

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

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**7593 Boynton Beach Blvd, Suite 220
Boynton Bch., FL 33437-6162;**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:

POTABLE WATER AND WASTEWATER

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

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY

Typed or Printed Name

Linda L. Collins
Signature
LINDA L. COLLINS

Typed or Printed Name

By: [Signature]
County Administrator or Designee

WITNESSES:

PROPERTY OWNER:

Michael Clanton
Signature
Michael Clanton

Typed or Printed Name

[Signature]
Signature
Khrishna Jwast

Typed or Printed Name

By: [Signature]
Signature
Ramzi AKel

Typed or Printed Name

Manager

Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of April, 2009 by Ramzi AKel. He/she is personally known to me or has produced as identification.

My Commission Expires: 8/10/12

[Signature]
Signature of Notary
Betty Levi
Typed, Printed, or Stamped Name of Notary



Notary Public Serial Number 00802404

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

**EXHIBIT "A"
LEGAL DESCRIPTION**

All of the Plat of Town Commons-Plat One, according to the map or plat thereof as recorded in Plat Book 99, Page 68, Public Records of Palm Beach County, Florida.

LESS and EXCEPT that property contained in Special Warranty Deed in favor of HYPO, LLC, a Florida limited liability company recorded February 26, 2003 in O.R. Book 14848, p 148, being more particularly described as follows:

A portion of Tracts 14, 15 and 38 through 41, and a portion of the 30 foot platted Right of Way adjoining the South line of Tracts 14 and 15, Block 42, Palm Beach Farms Company Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Greenbriar I of Sherbrook, according to the map or plat thereof as recorded in Plat Book 33, Pages 55 through 57, Public Records of Palm Beach County, Florida; thence South $89^{\circ} 26' 07''$ West, along the South line of said Greenbriar I of Sherbrook and its successors and/or assigns, as their interest may appear Westerly prolongation, a distance of 2,093.11 feet to the Easterly row line of Lyons Road as conveyed in O.R. Book 9745, Page 1416, Public Records of Palm Beach County, Florida, of said Palm Beach County, thence Southerly along said Easterly Right of Way line, a distance of 1,177.08 feet; thence North $89^{\circ} 07' 24''$ East, a distance of 12.00 feet to the Point of Beginning of the herein described parcel; thence North $89^{\circ} 07' 24''$ East, a distance of 75.59 feet, to the point of curvature of a curve, concave Northerly, having a radius of 400.00 feet; thence Easterly, along the arc of said curve through a central angle of $19^{\circ} 07' 21''$, a distance of 133.50 feet, to a point of tangency; thence North $70^{\circ} 00' 03''$ East, a distance of 116.85 feet, to the point of curvature of a curve, concave Southerly, having a radius of 112.00 feet; thence Easterly, along the arc of said curve through, a central angle of $20^{\circ} 00' 00''$ a distance of 39.10 feet, to a point of tangency; thence South $89^{\circ} 59' 57''$ East, a distance of 216.39 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 112.00 feet; thence Southeasterly, along the arc of said curve through a central angle of $45^{\circ} 00' 00''$ a distance of 87.96 feet, to a point of tangency, thence South $44^{\circ} 59' 57''$ East, a distance of 398.67 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 212.00 feet; thence Southeasterly, along the arc of said curve through a central angle of $21^{\circ} 00' 18''$, a distance of 77.72 feet, to a point of tangency; thence South $66^{\circ} 00' 15''$ East, a distance of 129.51 feet; thence South $24^{\circ} 26' 00''$ West, a distance of 58.11 feet, to the point of curvature of a curve, concave Easterly, having a radius of 300.00 feet; thence Southerly, along the arc of said curve through a central angle of $31^{\circ} 47' 52''$, a distance of 166.49 feet to a point of tangency; thence South $07^{\circ} 21' 52''$ East, a distance of 100.50 feet to a point on the Northerly Right of Way line of Hypoluxo Road as conveyed in O.R. Book 10031, Page 697, Public Records of Palm Beach County, Florida and a point of intersection with a non-tangent curve, concave Northerly, having a radius of 1,370.00 feet, the radius point of said curve bears North $07^{\circ} 22' 40''$ West; thence Westerly, along the arc of said curve, and along said Northerly Right of Way line, through a central angle of $06^{\circ} 48' 47''$, a distance of 162.91 feet, to a point of tangency, thence continue along said Northerly Right of Way line, through the following three courses, South $89^{\circ} 26' 07''$ West, a distance of 325.80 feet; thence North $86^{\circ} 47' 19''$ West, a distance of 250.54 feet; thence South $89^{\circ} 26' 07''$ West, a distance of 125.00 feet, to a point of intersection with a non-tangent curve, concave Southwesterly having a radius of 215.00 feet, the radius point of said curve bears South $89^{\circ} 26' 07''$ West; thence Northwesterly along the arc of said curve through a central angle of $86^{\circ} 48' 02''$ a distance of 325.71 feet, to a point of intersection with a non-tangent line; thence North $00^{\circ} 33' 53''$ West, a distance of 114.47 feet; thence North $01^{\circ} 49' 30''$ West, a distance of 250.06 feet; thence North $00^{\circ} 33' 53''$ West, a distance of 78.97 feet to the Point of Beginning.

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OK
04/28/09

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

CNL Bank, a(n) Florida Banking Corp, existing under the laws of the State of Florida and authorized to do business in the State of Florida. hereby certifies that it is the mortgagee/lienholder under a mortgage from Town Commons Acquisition, a(n) LLC, dated 12, 15, 06, filed 12, 22, 06, and recorded in Official Record Book, Page, as modified by Mortgage Modification Agreement dated; filed and recorded in Official Record Book, Page, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and TOWN COMMONS ACQUISITION, LLC, a Florida limited liability company, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

, as mortgagee aforesaid, consents to the recording by or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 22nd day of April, 2009.

WITNESSES:

Signature: [Handwritten Signature]
Typed or Printed Name: Drew Saito

Signature: [Handwritten Signature]
Typed or Printed Name: Melissa Chung-Rhule

CNL Bank
a(n) Florida Banking Corp
authorized to do business in the State of Florida.

By: [Handwritten Signature]
Title: Senior Vice President
[Handwritten Signature]
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of April, 2009 by Arthur Bigelow (He/she is personally known to me or has produced as identification.

My Commission Expires: 7/17/2013
Serial Number: 00871291

[Handwritten Signature]
Signature of Notary
MELISSA Chung-Rhule
Typed, Printed, or Stamped Name





CFN 20090151485
 CR BK 23214 PG 1360
 RECORDED 05/06/2009 11:51:20
 Palm Beach County, Florida
 Sharon R. Rock, CLERK & COMPTROLLER
 Pgs 1360 - 1366; (7pgs)

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

RWSA # 05-90022-000

STANDARD RECLAIMED WATER SERVICE AGREEMENT – DIRECT IRRIGATION SYSTEM

THIS AGREEMENT ("Agreement") made and entered into this 27th day of MARCH, 2009, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and **WILLIAM MAZZONI REVOCABLE TRUST** dated **June 4, 1992**, (hereinafter referred to as "Manager").

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 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 end of the meter shut-off valve as further defined in Chapter 1 of the UPAP.
 - (d) "Direct Irrigation System" – a system in which the Utility System is directly connected with the Irrigation System.
 - (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, 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 confirm the grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. 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. 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. Prior to Service Initiation, Manager shall be required to notify, in writing, all property owners 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 one 1-1/2" Reclaimed Water meter(s) for use on the Property to meet the irrigation needs of the Property. The irrigation needs for the Property have been determined by mutual agreement of Manager and Utility, and are subject to any usage restrictions imposed by any authority with jurisdiction over Reclaimed Water use on the Property.

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. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service, nor does Utility guarantee a minimum or maximum pressure of Reclaimed Water provided at the Point of Service. Manager shall construct/modify the Irrigation System accordingly. The County may impose limits on irrigation timing and frequency as it deems necessary.

8. Upon submission of this Agreement, Manager, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgage or lien holder (if any) having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. If no liens or mortgages exist, 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 Property.

9. 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.

10. 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.

11. 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. Manager shall not be responsible for the flow of Reclaimed Water into an adjoining property where such flow is caused by a failure of the automatic float-controlled shut-off valve described in Section 5 above.

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

13. 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:

**6665 Skyline Drive
Delray Beach, FL 33446-2203**

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**

14. 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.

15. 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.

16. 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, Manager and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

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

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

PALM BEACH COUNTY

By: Bruce Bern
County Administrator or Designee

WITNESSES:

Kristina Pinelli
Signature
Kristina Pinelli
Typed or Printed Name

Kelly Powell
Signature
Kelly Powell
Typed or Printed Name

MANAGER:

By: William A. Mazzoni
Signature
William A. MAZZONI
Typed or Printed Name
PRIVATE
Title

{ Corporate Seal }

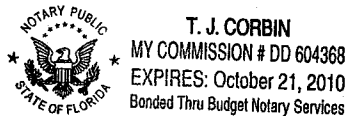
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of MARCH 2009 by William A. Mazzoni He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

T. J. Corbin
Signature of Notary
T. J. CORBIN
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. Nut
Director of Finance and Administration
PBC Water Utilities Department (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Mark S. [Signature]
County Attorney

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

WITNESSES:

Nancy M May
Signature
NANCY M. MAY

Typed or Printed Name

Anna M Daniels
Signature
ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Kristina Pinelli
Signature
Kristina Pinelli

Typed or Printed Name

[Signature]
Signature
Kelly Newell

Typed or Printed Name

MANAGER:

By: [Signature]
Signature
THOMAS A. SMITH

Typed or Printed Name

12572
Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

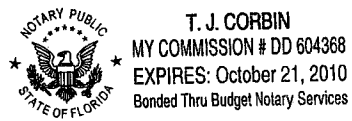
The foregoing instrument was acknowledged before me this 17 day of MARCH 20 09 by THOMAS A. SMITH. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____



WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

TRACTS 103, 104, LESS THE SOUTH 30.0 FEET THEREOF, AND THAT PORTION OF THE 30 FOOT ROAD RIGHT-OF-WAY LYING WEST OF TRACT 104, LESS THE SOUTH 95.0 FEET THEREOF, BLOCK 49, PALM BEACH FARMS COMPANY PLAT NO. 3, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR BOYNTON BEACH BOULEVARD (STATE ROAD NO. 804), AS DESCRIBED IN OFFICIAL RECORDS BOOK 6690, PAGE 1384 AND OFFICIAL RECORDS BOOK 6366, PAGE 721, AND LESS THAT PORTION OF TRACTS 103 AND 104, DESCRIBED AS PARCELS "A" AND "C", AS RECORDED IN OFFICIAL RECORDS BOOK 8898, PAGE 220.

PARCEL A:

PARCELS OF LAND IN TRACTS 103, 104, AND 105, BLOCK 49 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "S" OF PALM ISLES, A P.U.D., AS RECORDED IN PLAT BOOK 67, PAGES 116 THRU 127, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING OF S.00°56'17"E., ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "S", A DISTANCE OF 1.00 FOOT; THENCE S.89°03'17"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST BOYNTON BEACH BOULEVARD, A DISTANCE OF 174.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°03'17"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 484.51 FEET TO THE WEST LINE OF SAID TRACT 104; THENCE N.00°56'17"W., ALONG SAID WEST LINE, A DISTANCE OF 565.12 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N.89°03'43"E., ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 31.91 FEET; THENCE S.02°52'10"E., A DISTANCE OF 225.24 FEET TO A LINE 39.50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 104; THENCE S.00°56'17"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 287.99 FEET; THENCE S.45°56'30"E., A DISTANCE OF 56.57 FEET TO A LINE 12.00 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF WEST BOYNTON BEACH BOULEVARD; THENCE N.89°03'17"E., ALONG SAID PARALLEL LINE A DISTANCE OF 355.74 FEET; THENCE S.77°15'17"E., A DISTANCE OF 50.70 FEET TO THE POINT OF BEGINNING; TOGETHER WITH PARCEL C, DESCRIBED AS FOLLOWS:

PARCEL C:

A STRIP OF LAND 30.00 FEET IN WIDTH FOR ROAD RIGHT-OF-WAY PURPOSES BEING A PORTION OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, PALM BEACH COUNTY PUBLIC RECORDS, SITUATE IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE 30.00 FOOT ROAD RIGHT-OF-WAY LYING BETWEEN TRACTS 104 AND 105, BLOCK 49, AS SHOWN ON THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LESS THE SOUTH 95.00 FEET THEREOF.

(THE ABOVE DESCRIBED PARCEL "C" BEING A PART OF THE LAND QUITCLAIMED TO WILLIAM MAZZONI BY QUITCLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 8746, PAGE 534 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA).

OU
3/23/09 G



POTABLE WATER AND WASTEWATER

CFN 20090151488
OR BK 23214 PG 1383
RECORDED 05/06/2009 11:51:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1383 - 1391; (9pgs)

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

SDA # 13-01023-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 5th day of MAY, 2009, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and MINTO COMMUNITIES, LLC, a Florida limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities hereinafter referred to as "facilities"; and

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

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

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

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

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

Potable Water:	\$163.44 per ERC x	53.10	ERCs =	\$8,678.66
Wastewater:	\$229.44 per ERC x	53.10	ERCs =	\$12,183.26
			Franchise Fee	\$0.00
			TOTAL	\$20,861.92

Upon receipt of the MAP, Utility agrees to reserve 53.10 ERCs of Potable Water and Wastewater system capacity for Property Owner until May 31, 2014, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

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

POTABLE WATER AND WASTEWATER

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

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

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

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**4400 W. Sample Road, Suite 200
Coconut Creek, FL 33073-3473;**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:

None

POTABLE WATER AND WASTEWATER

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

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY

By: [Signature]
County Administrator or Designee

Typed or Printed Name

Linda Collins
Signature
LINDA L. COLLINS

Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

Linda Yonke
Signature

By: [Signature]
Signature

LINDA YONKE
Typed or Printed Name

John Carter
Typed or Printed Name

Laura LaFauci
Signature

Vice President
Title

Laura LaFauci
Typed or Printed Name

{ Corporate Seal }

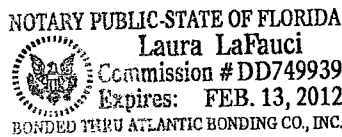
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of April, 2009
by John Carter He/she is personally known to me or has produced
as identification.

My Commission Expires: 2-13-12

Laura LaFauci
Signature of Notary



Laura LaFauci
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

**EXHIBIT "A"
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING WITHIN SECTIONS 13 AND 24, TOWNSHIP 43 SOUTH, RANGE 41 EAST, IN PALM BEACH COUNTY, FLORIDA, WHICH LIES WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89 DEGREES, 21 MINUTES, 44 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 200.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, AS DESCRIBED IN DEED BOOK 992, PAGES 123 THROUGH 126, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES, 40 MINUTES, 34 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 1532.82 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES, 40 MINUTES, 34 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 1267.34 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 21 SECONDS WEST ALONG THE NORTH LINE OF FOX PROPERTIES PLAT AS RECORDED IN PLAT BOOK 83, PAGES 65 THROUGH 67, INCLUSIVE, OF SAID PUBLIC RECORDS, A DISTANCE OF 1949.50 FEET; THENCE SOUTH 01 DEGREES, 12 MINUTES, 39 SECONDS WEST ALONG THE WEST LINE OF SAID FOX PROPERTIES PLAT, A DISTANCE OF 1300.68 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 21 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6320, PAGE 1285 OF SAID PUBLIC RECORDS, A DISTANCE OF 1772.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 3225.60 FEET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREE, 02 MINUTES, 27 SECONDS, A DISTANCE OF 58.60 FEET TO A NON-RADIAL INTERSECTION; THENCE NORTH 02 DEGREES, 08 MINUTES, 44 SECONDS EAST ALONG THE WEST LINE OF THE EAST THREE QUARTERS OF SAID SECTION 24 AND THE NORTHERLY EXTENSION THEREOF, SAID WEST LINE OF THE EAST THREE QUARTERS OF SECTION 24 ALSO BEING THE EAST LINE OF LA MANCHA PLAT AS RECORDED IN PLAT BOOK 29, PAGES 165 THROUGH 170, INCLUSIVE, OF SAID PUBLIC RECORDS, A DISTANCE OF 4463.07 FEET; THENCE SOUTH 63 DEGREES, 34 MINUTES, 44 SECONDS EAST ALONG THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 3771.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 584.00 FEET; THENCE SOUTHEASTERLY ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 7 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40 DEGREES, 25 MINUTES, 36 SECONDS, A DISTANCE OF 412.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 250.51 ACRES MORE OR LESS.

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OK
04/22/09 G

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

Wachovia Bank, a(n) National Association, existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Minto Communities, LLC, a(n) Florida LLC, dated 2-14-08, filed 2-15-08, and recorded in Official Record Book 22446, Page, 1777, as modified by Mortgage Modification Agreement dated _____; filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and MINTO COMMUNITIES, LLC, a Florida limited liability company, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Wachovia Bank, National Association as mortgagee aforesaid, consents to the recording by _____ or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 16 day of April, 2009.

WITNESSES:
Signature: Irina Shkolnik
Typed or Printed Name: Irina Shkolnik
Signature: Paula J. Musso
Typed or Printed Name: Paula J. Musso

Wachovia Bank
a(n) National Association
authorized to do business in the State of Florida.
By: [Signature]
Title: [Signature]
Typed or Printed Name: [Signature]

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by [Signature] He/she is personally known to me or has produced _____ as identification.

My Commission Expires: Dec. 14, 2010
Serial Number: DD 621197

[Signature]
Signature of Notary
Paula J. Musso
Typed, Printed, or Stamped Name

