

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====  
Meeting Date: June 29, 2010 Consent [X] Regular [ ]  
Public Hearing [ ]  
Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department  
=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Potable Water and Wastewater Development Agreement with Hippocrates Health Institute of Florida, Inc., and Rita J. Romano.

**Summary:** On October 2, 2007, Hippocrates Health Institute, Inc. (HHI) and Rita J. Romano entered into a Development Agreement (2007 Agreement) with the County and paid guaranteed revenue fees (Fees) to reserve potable water and wastewater capacity in order to develop property located at the northwest corner of Palmdale Road and Skees Road. The payments of the Fees were calculated based on the site being classified as a multi-family use, but site plans and engineering plans subsequently presented to the Water Utilities Department clarified that all proposed connections should be accurately reflected as a non-residential classification. This Development Agreement supersedes and voids the 2007 Agreement and transfers credit for the previously paid Fees. Further, this Agreement clarifies the unique ownership, development and operation of the Hippocrates Health Institute and the water, wastewater utilities to be installed on the property. Under the terms of this Agreement, the Property Owners, collectively and individually, and their successors, heirs and/or assigns, agree to protect, indemnify, release, acquit, discharge and hold the County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County as a result of or in any way connected to the termination of potable water service and/or wastewater service to the Romano Property from the facilities located on the Hippocrates Property. District 2 (MJ)

**Background and Justification:** While the Department Director has been delegated the authority to enter into Standard Development Agreements (SDA) on behalf of the County, Board approval is being sought in this case due to issues unique to the project, including the credit of previously paid Fees.

**Attachments:**

1. Location Map
2. Three (3) Original Development Agreements - DA No. 01- 01218-000

Recommended By: Barbara Bon  
Department Director Date

Approved By: Shannon G. L. 6/21/10  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	0	0	0	0	0
External Revenues	(\$964.69)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$964.69)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept. 720 Unit 4200 Rev Source 6992

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

Credits of \$4,454.16 (4/1/91) and \$11,236.59 (8/9/07) and have been applied towards new Mandatory Agreement Payment of \$964.69.

C. Department Fiscal Review: Selma M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments: Revenue is based on ongoing equivalent residential connections for Potable Water and wastewater treatment

OFMB signature and date 6/15/10

Contract Development and Control signature and date 6/15/10

B. Legal Sufficiency:

Assistant County Attorney signature and date 6/21/10

This Contract complies with our contract review requirements.

C. Other Department Review:

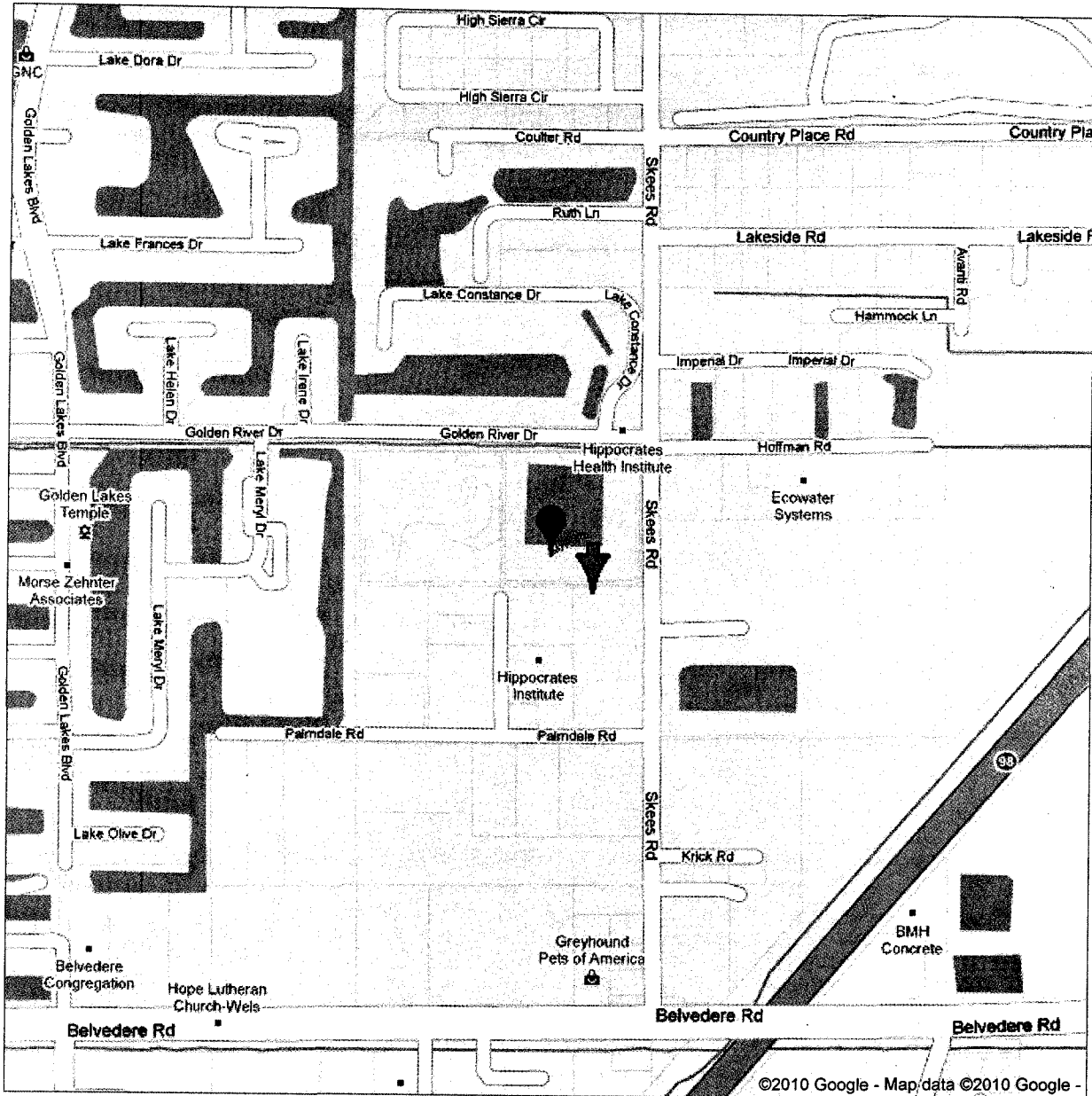
Department Director

This summary is not to be used as a basis for payment.

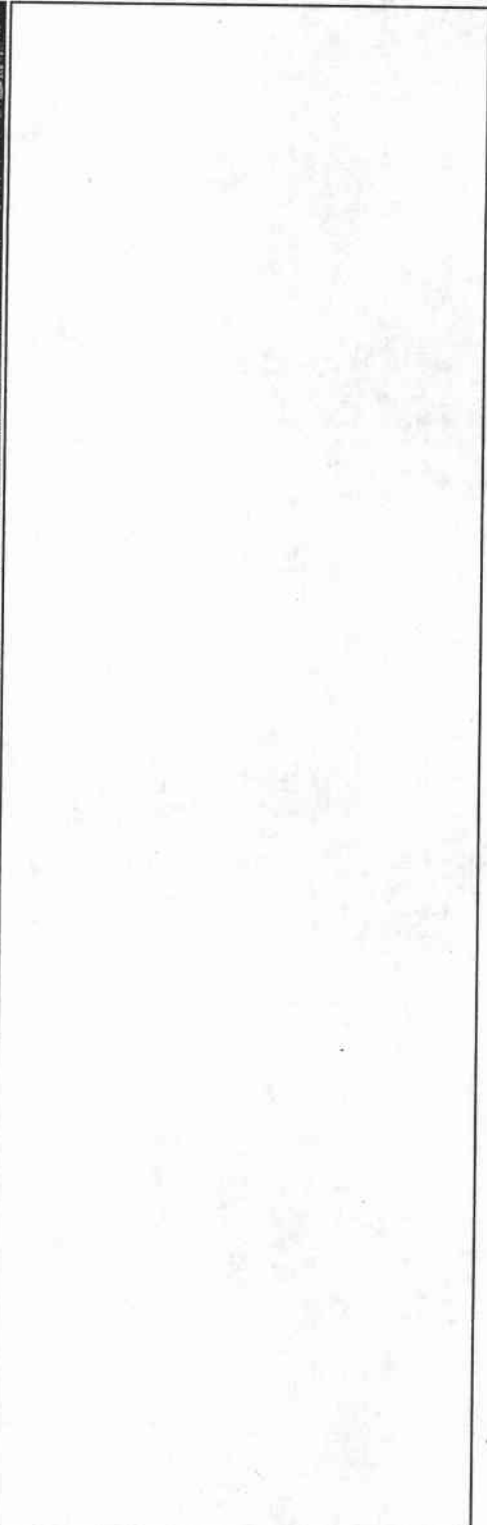
Google maps

Address 1443 Palmdale Ct  
West Palm Beach, FL 33411

Notes Hippocrates Health Institute &  
Rita J Romano



©2010 Google - Map/data ©2010 Google -



Hippocrates Health Institute & Rita J Romano

produced by: myGeoNav



# POTABLE WATER AND WASTEWATER

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

## POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (DA)

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **HIPPOCRATES HEALTH INSTITUTE OF FLORIDA, INC., AND RITA J. ROMANO**, hereinafter referred to as "Property Owners."

### WITNESSETH

**WHEREAS**, Property Owners 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 Owners 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 Owners understands that this contract for service in no way entitles Property Owners 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 Owners 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 Owners 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;

DA # 01-01218-000

## 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners shall immediately remove the encroachment from the easement upon the request of Utility at Property Owners'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 Owners shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owners, 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:	\$172.44 per ERC x	<u>39.6</u>	ERCs =	<u>\$6,828.62</u>
Wastewater:	\$242.04 per ERC x	<u>40.60</u>	ERCs =	<u>\$9,826.82</u>
				Less Credit for Map Paid 4/1/91
				(\$4,454.16)
				Less Credit for Map Paid 8/9/07
				(\$11,236.59)
				<b>TOTAL</b>
				<b><u>\$964.69</u></b>

Upon receipt of the MAP, Utility agrees to reserve **39.6** ERCs of Potable Water and **40.60** ERCs of Wastewater system capacity for Property Owner until **June 30, 2015**, 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:

**1443 Palmdale Court  
West Palm Beach, FL 33411-3319**

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. Special Conditions:
  - (a) This Agreement supersedes and voids that particular Agreement executed by Hippocrates Health Institute, Inc. and Rita J. Romano (#01-01197-000) and any other previous Agreements pertaining to potable water and/or wastewater service to any portion of the Property referenced in **Exhibit "A"**. As set forth in Section 5 above, the County will credit \$15,690.75 of the previously paid Guaranteed Revenue Fee towards the current MAP Payment due under this Agreement.
  - (b) a credit of 2.50 Potable Water and 1.50 Wastewater ERCs for existing meters results in the total ERC reservation as shown in Section 5 of this document. Any change to the type of use on the Property may require payment of additional Service Initiation Fees.
  - (c) Hippocrates Health Institute of Florida, Inc. acknowledges that it is the legal successor-in-interest to Hippocrates Health Institute, Inc., including any rights that Hippocrates Health Institute, Inc. may have in relation to payment of Guaranteed Revenues Fees for Potable Water and Wastewater capacity for the Property.
  - (d) Property Owner for itself and its successors, assigns, predecessors, affiliated entities, directors, officers, employees, principals, agents and servants, hereby releases, acquits, and forever discharges any and all claims it may have against the County, its departments, divisions, elected officials and employees, for any additional payments or credits related to the prior payment by Hippocrates Health Institute, Inc of Guaranteed Revenue Fees for Potable Water and Wastewater capacity for the Property.

## POTABLE WATER AND WASTEWATER

(e) As of the effective date of this Agreement, the Property described in **Exhibit "A"** is owned by the Hippocrates Health Institute of Florida, Inc. (as to Parcels 1, 2, 5, 6, 7 and 8)("Hippocrates Property"), and by Rita J. Romano (as to Parcels 3 and 4)("Romano Property".) The Hippocrates Property and the Romano Property are being jointly platted and rezoned, and will both be used as part of the business operations of the Hippocrates Health Institute of Florida, Inc. Potable water service will be provided to the Romano Property through a master water meter located on the Hippocrates Property and wastewater service will be provided to the Romano Property through a wastewater lift station located on the Hippocrates Property. Property Owners acknowledge that, if, at some time in the future, for whatever reason, the Romano Property ceases to receive potable water and/or wastewater service from the facilities located on the Hippocrates Property, then substantial potable water and/or wastewater system improvements will be required in order for the Romano Property to obtain potable water and/or wastewater services from Utility. Property Owners, collectively and individually, and their successors, heirs and/or assigns, hereby agree to protect, indemnify, release, acquit, discharge and hold Utility harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to the termination of potable water service and/or wastewater service to the Romano Property from the facilities located on the Hippocrates Property.

**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.

**ATTEST:**

\_\_\_\_\_  
Clerk & Comptroller (or Deputy Clerk)

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

By: \_\_\_\_\_  
Burt Aaronson, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Bevin A. Beaudet,  
Department Director or Designee

**WATER UTILITIES DEPARTMENT  
FINANCE AND ADMINISTRATION  
APPROVAL**

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

**WITNESSES:**

          Bradley D Miller            
Typed or Printed Name

          Michael Champagne            
Typed or Printed Name

**PROPERTY OWNER:**

By: \_\_\_\_\_  
Signature  
          BRIAN R. CLEMENT            
Typed or Printed Name  
          DIRECTOR            
Title           HIPPOCRATES HEALTH INSTITUTE  
OF FLORIDA, INC            
[ Corporate Seal ]

**NOTARY CERTIFICATE**

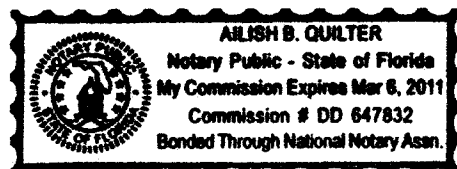
STATE OF           FLORIDA            
COUNTY OF           PALM BEACH          

The foregoing instrument was acknowledged before me this           22           day of           MARCH          , 20          10          ,  
by           BRIAN R. CLEMENT          . He/she is personally known to me or has produced \_\_\_\_\_ as  
identification.

My Commission Expires:           MARCH 6, 2011          

          DD 647832            
Serial Number

          Alish B. Quilter            
Signature of Notary  
\_\_\_\_\_  
Typed, Printed, or Stamped Name



**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.

**ATTEST:**

\_\_\_\_\_  
Clerk & Comptroller (or Deputy Clerk)

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

By: \_\_\_\_\_  
Burt Aaronson, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Bevin A. Beaudet,  
Department Director or Designee

**WATER UTILITIES DEPARTMENT  
FINANCE AND ADMINISTRATION  
APPROVAL**

By: \_\_\_\_\_  
Director of Finance and Administration  
PBC Water Utilities Department

**WITNESSES:**

\_\_\_\_\_  
BEAMEN D. MILLER  
Typed or Printed Name

\_\_\_\_\_  
Michael Champagne  
Typed or Printed Name

\_\_\_\_\_  
Michael Champagne  
Typed or Printed Name

**PROPERTY OWNER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
RITA J. ROMANO  
Typed or Printed Name

\_\_\_\_\_  
Title

[ Corporate  
Seal ]

**NOTARY CERTIFICATE**

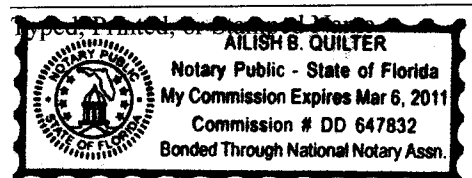
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of MAY, 2010, by RITA J. ROMANO. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: MARCH 6, 2011

\_\_\_\_\_  
Signature of Notary

DD 647832  
Serial Number



## POTABLE WATER AND WASTEWATER

### EXHIBIT "A" LEGAL DESCRIPTION

**PARCEL 1- POD A – Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**  
1443 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION:** 00-42-43-28-46-004-0000  
The Northeast quarter of Tract 7, Block 3, PALM BEACH FARMS COMPANY PLAT No. 3, a subdivision in Palm Beach County, Florida, according to the plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Pages 45 to 54, LESS the East 15 feet thereof and also LESS the North 51 feet thereof.

TOGETHER WITH,

**POD B - Hippocrates Health Institute of Florida, Inc.**

The Northwest quarter of Tract 7, Block 3, PALM BEACH FARMS COMPANY PLAT No. 3, according to the plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Pages 45 to 54, inclusive, LESS the North 51 feet thereof.

Lying in Section 28, Township 43 South, Range 42 East, Palm Beach County, Florida.

Also known as HIPPOCRATES HEALTH INSTITUTE, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 104, Pages 118 and 119.

**PARCEL 2 - POD D - Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**  
7215 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION:** 00-42-43-27-05-003-0131  
The West one-half of the Southwest one-quarter, LESS the West 310 feet of the South 264 feet thereof, of Tract 7, Block 3, THE PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

**PARCEL 3 – POD D – Rita J. Romano**

**PROPERTY ADDRESS:**  
1341 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION:** 00-42-43-27-05-003-0150  
The South half of the North 2 acres of the East half of the South half of the West half of Tract 7, Block 3, THE PALM BEACH FARMS CO., PLAT NO. 3, according to the map or Plat thereof as recorded in Plat Book 2, Pages 45 to 54 inclusive. LESS the East 15 feet thereof conveyed to the County of Palm Beach for road right-of-way in Official Record Book 2202, Page 868, and also LESS the following described parcel of land: Beginning at the Southeast corner of the South half of the North 2 acres of the East half of the South half of the West half of said Tract 7; thence Westerly 210.45 feet; thence Northerly 100 feet; thence Easterly 210.45 feet, thence Southerly 100 feet to the POINT OF BEGINNING.

**PARCEL 4 – POD D – Rita J. Romano**

**PROPERTY ADDRESS:**  
1333 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION:** 00-42-43-27-05-003-0151  
A parcel of land in the South half of the North 2 acres of the East half of the South half of the West half of Tract 7, Block 3, PALM BEACH FARMS COMPANY'S PLAT NO. 3,

## POTABLE WATER AND WASTEWATER

according to the map or Plat thereof as recorded in Plat Book 2, Pages 45 to 54, inclusive, Public Records of Palm Beach County, Florida, more particularly described as follows:

*BEGINNING at the Southeast corner of the above described property; thence Westerly along the South line of the above described property a distance of 210.45 feet; thence Northerly, along a line parallel with the East line of the above described property, a distance of 100 feet; thence Easterly, along a line parallel with the Westerly course aforescribed, a distance of 210.45 feet; thence Southerly along the East line of the aforescribed property, a distance of 100 feet to the POINT OF BEGINNING; LESS the East 15 feet thereof for road right-of-way.*

**PARCEL 5 – POD C - Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**

1286 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION: 00-42-43-27-05-003-0160**

*The North 132 feet of the South 264 feet of the West 165 feet of the East half of Tract 7, Block 3, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 through 54, inclusive, LESS the West 15 feet thereof conveyed to the County of Palm Beach in Official Record Book 2202, Page 862, Public Records of Palm Beach County, Florida*

**PARCEL 6 – POD C - Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**

1275 Skees Road  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION: 00-42-43-27-05-003-0081**

*Beginning at a point on the Southeast corner of the East ½ of Tract 7, Block 3, THE PALM BEACH FARMS CO., PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach, Florida, recorded in Plat Book 2, Pages 45 - 53, inclusive, being the POINT OF BEGINNING, thence Westerly on a line parallel to the North line a distance of 330 feet, thence Northerly on a line parallel to the East line a distance of 660 feet, thence Easterly on a line parallel to the South line a distance of 330 feet, thence Southerly a distance of 660 feet to the POINT OF BEGINNING.*

*LESS and EXCEPTING the East 8 feet for right-of-way of Skees Road as recorded in Deed Book 964, Page 486, Public Records of Palm Beach County, Florida.*

**PARCEL 7- POD C - Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**

1312 Palmdale Court  
West Palm Beach, Florida 33411

**LEGAL DESCRIPTION: 00-42-43-27-05-003-0100**

*Beginning at a point on the West line 264 feet North of the Southwest corner of the East half of Tract 7, in Block 3, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 to 54 inclusive; being the POINT OF BEGINNING; thence Northerly on the West line of the East half of Tract 7, a distance of 132 feet; thence Easterly on a line parallel to the South line of said East half of Tract 7, a distance of 330 feet; thence Southerly on a line parallel to the West line of the East half of Tract 7, a distance of 132 feet; thence Westerly on a parallel course to the North line hereof, a distance of 330 feet to the POINT OF BEGINNING.*

*LESS the West 15 feet thereof conveyed to the County of Palm Beach for the right-of-way of Palmdale Court as recorded in Official Records Book 2202, Page 860, Public Records of Palm Beach County, Florida.*

**POTABLE WATER AND WASTEWATER**

**PARCEL 8 – POD D - Hippocrates Health Institute of Florida, Inc.**

**PROPERTY ADDRESS:**

7221 Palmdale Road

West Palm Beach, Florida 33411

**LEGAL DESCRIPTION: 00-42-43-27-05-003-0130**

*The West 310 feet of the South 264 feet of the West half of the Southwest one-quarter of Tract 7, Block 3, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 through 54, inclusive.*

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OK  
06/02/10 G