

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 16, 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: **A) approve** a Standard Potable Water and Wastewater Development Agreement – Beeline Additional Capacity form (Beeline Additional Capacity Agreement); **B) approve** a Standard Utility Concurrency Reservation Agreement – Beeline Additional Capacity form (Beeline Additional Capacity UCRA); **C) authorize** the County Administrator or designee to enter into all Standard Beeline Additional Capacity Agreements and Standard Beeline Additional Capacity UCRA's; and **D) incorporate** the Beeline Additional Capacity Agreement form and the Beeline Additional Capacity UCRA form into Chapter 3 of the Department's Uniform Policies and Procedures Manual (UPAP).

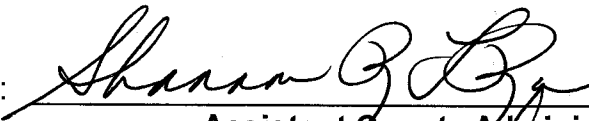
**Summary:** On February 15, 2005, the Board of County Commissioner approved a Water and Wastewater Utility Acquisition, Service and Service Area Agreement (Agreement) with the Beeline Community Development District (Beeline). As part of the Agreement, the County agreed to allow Beeline and its successors or assigns to reserve and purchase up to 1000 potable water and wastewater Equivalent Residential Connections (Additional ERCs), at a certain agreed rate, for future capacity needs of customers within the Beeline service area. In addition, the Agreement required that purchasers enter into a Standard Development Agreement or Utility Capacity Agreement which are unique to the Beeline Community Development District. The Additional ERCs may be purchased at the agreed rate up until October 31, 2018. The Department recommends approval of the Beeline Additional Capacity Agreement standard form and the Beeline Additional Capacity UCRA standard form to allow for the efficient reservation and purchase of the Additional ERCs. Countywide (MJ)

**Background and Justification:** The Department's UPAP contains standard development agreements and utility concurrency reservation agreements for the reservation and purchase of potable water and/or wastewater capacity, which are used in most instances for the reservation and purchase of said capacity. However, based on the non-standard provisions of the Agreement related to the reservation and purchase of said capacity, the standard agreements are not applicable in relation to the Additional ERCs. Therefore, the standard agreements have been revised accordingly. If particular circumstances require language changes to either of the standard forms, those individual Agreements will be brought back to the Board for approval.

**Attachments:**

1. Standard Potable Water and Wastewater Development Agreement Beeline Additional ERCs (SDA)
2. Standard Utility Concurrency Reservation Agreement / Beeline Additional ERCs

Recommended By:  10/22/10  
Department Director Date

Approved By:  11/2/10  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u> <i># See below</i>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Reporting Category N/A

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

\* No fiscal impact

C. Department Fiscal Review: Selma M. West

## III. REVIEW COMMENTS

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

*EC amount will be different for each agreement and cannot be determine at this time.*

*[Signature]*  
OFMB

*[Signature]* 10/26/10  
Contract Development and Control

### B. Legal Sufficiency:

*[Signature]* 11/1/10  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

## 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

### STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT BEELINE ADDITIONAL ERCs (SDA)

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **HIGHLIGHT SHADED AREA & INPUT OWNER(S) EXACTLY AS SHOWN ON WARRANTY DEED OR AS PROVIDED ON THE UTILITY CONCURRENCY REQUEST FORM**, 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, is about to, or will in the future develop the Property by erecting thereon residential or non-residential improvements; and

**WHEREAS**, on February 15, 2005, Utility entered into a Water and Wastewater Utility Acquisition, Service and Service Area Agreement with the Beeline Community Development District (Palm Beach County Resolution No. R2005-0366) which was subsequently amended on January 9, 2007 (R2007-0041), January 15, 2008 (R2008-0071), and October 21, 2008 (R2008-1904)(collectively, the "Beeline Agreement"); and

**WHEREAS**, in accordance with the Beeline Agreement, the Beeline Community Development District was granted the right to purchase up to 1,000 ERCs of potable water and up to 1,000 ERCs of wastewater capacity ("Beeline Additional ERCs") at fixed rates through October 31, 2018; and

**WHEREAS**, the Beeline Community Development District transferred the right to purchase the Beeline Additional ERCs to the United Technologies Corporation; and

**WHEREAS**, Property Owner has been assigned the right to purchase \_\_\_\_\_ potable water and \_\_\_\_\_ wastewater Beeline Additional ERCs ("Assigned ERCs"); 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 provision of potable water and/or wastewater collection service to the Property;

SDA # To Be Determined

## POTABLE WATER AND WASTEWATER

- (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  $\frac{5}{8}$ " x  $\frac{3}{4}$ " 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.
3. Attached hereto and incorporated herein as **Exhibit "B"** is a copy of an Assignment of the Right to Purchase Water and Wastewater Equivalent Residential Connections ("Assignment") dated \_\_\_\_\_. As set forth in the Assignment, Property Owner has been assigned the right to purchase \_\_\_\_\_ potable water and \_\_\_\_\_ wastewater Beeline Additional ERCs, and shall have the right to purchase said Assigned ERCs through October 31, 2018. The Assigned ERCs shall be considered purchased upon the payment of the Beeline Connection Fee, in accordance with the rates set forth in the Beeline Agreement and in Section 6 herein. Property Owner is not required to purchase the Assigned ERCs upon entering into this Agreement, however, the failure of Property Owner to purchase the Assigned ERCs by October 31, 2018 shall result in the termination of Property Owner's rights to purchase the Assigned ERCs, and Property Owner shall have no right to receive any credit/refund for any Assigned ERCs that Property Owner does not purchase in a timely manner. Notwithstanding the foregoing Property Owner must pay for the Assigned ERCs prior to obtaining water and wastewater Service.

In the case of the termination of Property Owner's right to purchase the Assigned ERCs, Property Owner shall be required to enter into a Utility Standard Development Agreement, and pay all applicable fees set forth therein and in UPAP.

4. 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:

## POTABLE WATER AND WASTEWATER

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 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.

5. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, including the payment of all applicable charges and fees, 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.
6. Property Owner shall purchase the Assigned ERCs at the fixed fees per ERC associated with the Beeline Agreement. The Beeline Connection Fee required to purchase Assigned ERCs is:

Potable Water:	\$1,200	per ERC x	0.00	ERCs =	\$0.00
Wastewater:	\$1,000	per ERC x	0.00	ERCs =	\$0.00
TOTAL					\$0.00

Property Owner acknowledges that it is the sole responsibility of Property Owner to purchase the Assigned ERCs (by payment of the Beeline Connection Fee) by October 31, 2018, or prior to obtaining Service, whichever comes first. Any Assigned ERCs paid for by October 31, 2018 shall not expire. Should property owner fail to pay the Beeline Connection Fee for the Assigned ERCs by October 31, 2018, the Assigned ERCs shall expire, and Property Owner shall have no claim for a credit/refund for expired Assigned ERCs. Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing expiration of the Assigned ERCs and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 5, 9, 10, 11, 14, and 15 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of commencement of Service, the applicable ERCs will be deducted from the Assigned ERCs. Any amendments to this Agreement shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility. Upon written

## POTABLE WATER AND WASTEWATER

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.

7. 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.
8. Prior to the provision of Service, and in addition to the Beeline Connection Fees required for the purchase of Assigned ERCs, Property Owner shall be required to pay the following Service Installation Fees, as set forth in UPAP: Service Installation Fee without Tap; Meter Drop Fees; and, where applicable, Road Crossing Fees. As to the Assigned ERCs only, Property Owner shall not be required to pay any additional capacity, connection, tap, capital, guaranteed revenue, utility concurrency, construction plan review, construction, or impact fee or any other fee or charge that is imposed or due merely for the privilege of, or as a condition of, or prior to, the provision of Service from Utility.
9. 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:

- \$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).

## POTABLE WATER AND WASTEWATER

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.

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.

10. 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.
11. 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.
12. Subject to the provisions set forth in the Beeline 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.
13. Property Owner or his assignee shall not have the right to and shall not directly or indirectly 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.
14. 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

## POTABLE WATER AND WASTEWATER

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 Assigned Capacity.

15. 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:

**RIGHT CLICK TO INPUT ADDRESS(ES), INCLUDING ZIP+4;**

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.

16. 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.
17. 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.

18. Additional Conditions:

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



**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**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
County Administrator or Designee

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

**WITNESSES:**

**PROPERTY OWNER:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

{ Corporate  
Seal }

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

My Commission  
Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number \_\_\_\_\_

**WATER UTILITIES DEPARTMENT APPROVAL**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "B"**

**ASSIGNMENT OF THE RIGHT TO PURCHASE WATER AND WASTEWATER  
EQUIVALENT RESIDENTIAL CONNECTIONS**

**CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER**

\_\_\_\_\_, a(n) \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from \_\_\_\_\_, a(n) \_\_\_\_\_, dated \_\_\_\_\_, filed \_\_\_\_\_, 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 **HIGHLIGHT SHADED AREA & INPUT OWNER(S) EXACTLY AS SHOWN ON WARRANTY DEED OR AS PROVIDED ON THE UTILITY CONCURRENCY REQUEST FORM**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
a(n) \_\_\_\_\_  
authorized to do business in the  
State of Florida.

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

**NOTARY CERTIFICATE**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by \_\_\_\_\_.  
He/she is personally known to me or has produced \_\_\_\_\_  
as identification.

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Serial Number

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name

**UTILITY CONCURRENCY RESERVATION AGREEMENT  
BEELINE ADDITIONAL ERCs**

**THIS UTILITY CONCURRENCY RESERVATION AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **DEVELOPER NAME**, a Florida **CHOOSE ONE**: corporation, limited liability company, partnership, limited liability partnership, or joint venture, hereinafter referred to as "Developer."

**WITNESSETH:**

**WHEREAS**, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

**WHEREAS**, Developer does not own all portions of Property, but must demonstrate reservation of Potable Water and/or Wastewater capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

**WHEREAS**, on February 15, 2005, Utility entered into a Water and Wastewater Utility Acquisition, Service and Service Area Agreement with the Beeline Community Development District (Palm Beach County Resolution No. R2005-0366) which was subsequently amended on January 9, 2007 (R2007-0041), January 15, 2008 (R2008-0071), and October 21, 2008 (R2008-1904)(collectively, the "Beeline Agreement"); and

**WHEREAS**, in accordance with the Beeline Agreement, as amended, the Beeline Community Development District was granted the right to purchase up to 1,000 Equivalent Residential Connections ("ERCs") of potable water and wastewater capacity ("Beeline Additional ERCs") at fixed rates through October 31, 2018; and

**WHEREAS**, the Beeline Community Development District transferred the right to purchase the Beeline Additional ERCs to the United Technologies Corporation; and

**WHEREAS**, Property Owner has been assigned the right to purchase \_\_\_\_\_potable water and \_\_\_\_\_wastewater Beeline Additional ERCs ("Assigned ERCs"); and

**WHEREAS**, In accordance with Developer's right to purchase the Assigned ERCs, Utility warrants that Capacity, identified in terms of ERCs as defined in the Utility's Uniform Policies and Procedures Manual ("UPAP"), will be reserved for Developer if Developer purchases the Assigned ERCs by October 31, 2018; and

**WHEREAS**, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. Attached hereto and incorporated herein as **Exhibit "B"** is a copy of an Assignment of the Right to Purchase Water and Wastewater Equivalent Residential Connections ("Assignment") dated \_\_\_\_\_. As set forth in the Assignment, Developer has been assigned \_\_\_\_\_potable water and \_\_\_\_\_wastewater Beeline Additional ERCs, and shall have the right to purchase these Assigned ERCs through October 31, 2018. If Developer has not purchased the Assigned ERCs by October 31, 2018, this UCRA will automatically terminate, and Utility will no longer reserve Capacity for Developer.

UCRA # To Be Determined

3. This UCRA will not be recorded in the official Public Records against Property.
4. This UCRA must be converted to a DA prior to the final site plan approval by Palm Beach County's Development Review Officer, or prior to the provision of water and/or wastewater service by the Utility to the Property, whichever occurs first. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.
6. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
7. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

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

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

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
County Administrator or Designee

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

WITNESSES:

DEVELOPER:

\_\_\_\_\_

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Type or Print Name

NOTARY CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

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

My Commission  
Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number \_\_\_\_\_

WATER UTILITIES DEPARTMENT APPROVAL:

By: \_\_\_\_\_  
Director, Finance and Administration  
PBC Water Utilities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**EXHIBIT "B"**  
**ASSIGNMENT OF THE RIGHT TO PURCHASE WATER AND WASTEWATER**  
**EQUIVALENT RESIDENTIAL CONNECTIONS**