

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>	<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: *Ru Equit*

III. REVIEW COMMENTS

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

[Signature]
OFMB
11/24/10

[Signature]
Contract Development and Control
11/24/10

B. Legal Sufficiency:

[Signature]
Assistant County Attorney
11/29/10

C. Other Department Review:

Department Director

**ASSIGNMENT OF THE RIGHT TO PURCHASE WATER AND WASTEWATER
EQUIVALENT RESIDENTIAL CONNECTIONS – BEELINE ADDITIONAL CAPACITY**

THIS ASSIGNMENT made and entered into this _____ day of _____, 20____, by and between _____, whose address is _____ (hereinafter “Assignor”), and _____, whose address is _____ (hereinafter “Assignee”), and consented to by Palm Beach County, Florida, a political subdivision of the State of Florida, whose address is C/O Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL, 33416 (hereinafter “County”).

WITNESSETH

WHEREAS, Beeline Community Development District (“BCDD”) and County entered into a Water and Wastewater Utility Acquisition, Service and Service Area Agreement (County Resolution No. R2005-0366) dated February 15, 2005 as amended by First Amendment to Water and Wastewater Utility Acquisition, Service and Service Area Agreement dated January 9, 2007, as amended by Second Amendment to Water and Wastewater Utility Acquisition, Service and Service Area Agreement dated January 15, 2008, as amended by the Third Amendment to Water and Wastewater Utility Acquisition, Service and Service Area Agreement dated October 21, 2008 (collectively, the “Acquisition Agreement”) which is incorporated herein by reference, wherein BCDD agreed to sell, and County agreed to purchase, BCDD’s potable water distribution system and wastewater collection system, current customer base, as well the exclusive retail and wholesale potable water, wastewater, and reclaimed water service within Assignor’s utility service area; and

WHEREAS, the Acquisition Agreement gave BCDD the right to purchase up to one thousand (1,000) additional Equivalent Residential Connections (ERCs) each of potable water and wastewater capacity within ten (10) years of the effective date of the Acquisition Agreement; and

WHEREAS, on October 31, 2008, BCDD did assign the right to purchase the 1,000 additional ERCs of potable water and wastewater capacity to United Technologies Corporation, Inc. (UTC), together with all rights and benefits under the Acquisition Agreement related to such ERCs of additional potable water and wastewater capacity and UTC accepted said assignment; and

WHEREAS, the County consented to the assignment of the right to purchase additional ERCs of potable water and wastewater capacity and related rights to Assignor; and

WHEREAS, UTC wishes to assign certain additional ERCs to Assignee, Assignee wishes to accept the assignment, and County wishes to consent to the assignment.

OR:

WHEREAS, pursuant to the Assignment(s) dated __/__/__, UTC assigned Assignor the rights to purchase certain ERCs of potable water and wastewater capacity, and Assignor wishes to assign all or a portion of those rights to Assignee, Assignee wishes to accept the assignment, and County wishes to consent to the assignment.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the parties hereto covenant and agree as follows:

1. The foregoing statements are true and correct.
2. (a) Pursuant to Section 2.4 of the Acquisition Agreement, Assignor hereby assigns to Assignee: the right to purchase _____ ERCs of potable water capacity, together with all right and benefits under the Acquisition Agreement related to such ERCs, and
(b) Pursuant to Section 3.3 of the Acquisition Agreement, Assignor hereby assigns to the Assignee: the right to purchase _____ ERCs of wastewater capacity, together with all rights and benefits under the Acquisition Agreement related to such ERCs.

3. The ERCs assigned under this Assignment shall only be used within the District Utility Service Area, as defined in the Acquisition Agreement. Assignee shall have through October 31, 2018, (the "Expiration Date") to purchase the ERCs. Assignee shall be responsible for paying the County the sum of One Thousand Two Hundred Dollars (\$1,200.00) for each ERC of potable water capacity purchased, and the sum of One Thousand Dollars (\$1,000.00) for each ERC of wastewater capacity purchased, and, at the time of service initiation of any of the assigned ERCs of potable water capacity or wastewater capacity, Assignee shall only be required to pay: Service Installation Fees (exclusive of Tap fees), Meter Drop Fees, and Road Crossing Fees, if necessary, all as defined in the County's Water Utilities Department Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, and which is incorporated herein by reference. Certain other standard fees also shall not apply as provided in the Acquisition Agreement. Any assigned ERCs not purchased by Assignee by Expiration Date, shall lapse. Assignee shall be required to enter into a Developer Agreement with the County prior to the purchase of any ERCs. The right to purchase and utilize ERCs may be freely assigned by Assignee to customers within the District Utility Service Area for use solely within the District Utility Service Area, provided such assignment must be in writing submitted to the County, and in the same form as this Assignment or otherwise in a form acceptable to the County, and provided further that each Assignee shall be required to enter into a Developer Agreement prior to the purchase of the ERCs, in accordance with the UPAP, which shall not contain any terms inconsistent with this Assignment or the Acquisition Agreement.

4. This Assignment shall be effective upon the approval of all parties. The Effective Date of this Assignment shall be _____.

5. This Assignment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any and all legal action necessary to enforce this Assignment shall be held in Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ASSIGNOR

WITNESSES:

Signature

Authorized Signature

Print Name

Print Name

Signature

Title

Print Name

[SEAL]

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing ERC assignment for the above entities 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

ASSIGNEE

WITNESSES:

Signature

Authorized Signature

Print Name

Print Name

Signature

Title

Print Name

[SEAL]

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing ERC assignment for the above entities 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

ATTEST:

**SHARON R. BOCK, CLERK AND
COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Director of Water Utilities