



**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>
<b>NET FISCAL IMPACT</b>	<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: Debra M. West

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development and Control Comments:  
*ERC amount for agreement is estimated at \$35,750 to be paid by October 31st 2018 or prior to obtaining service*

Joseph W. [Signature] 3/7/11  
 OFMB  
*3/7/11 3/14/11*

Dr. J. J. [Signature] 3/9/11  
 Contract Development and Control

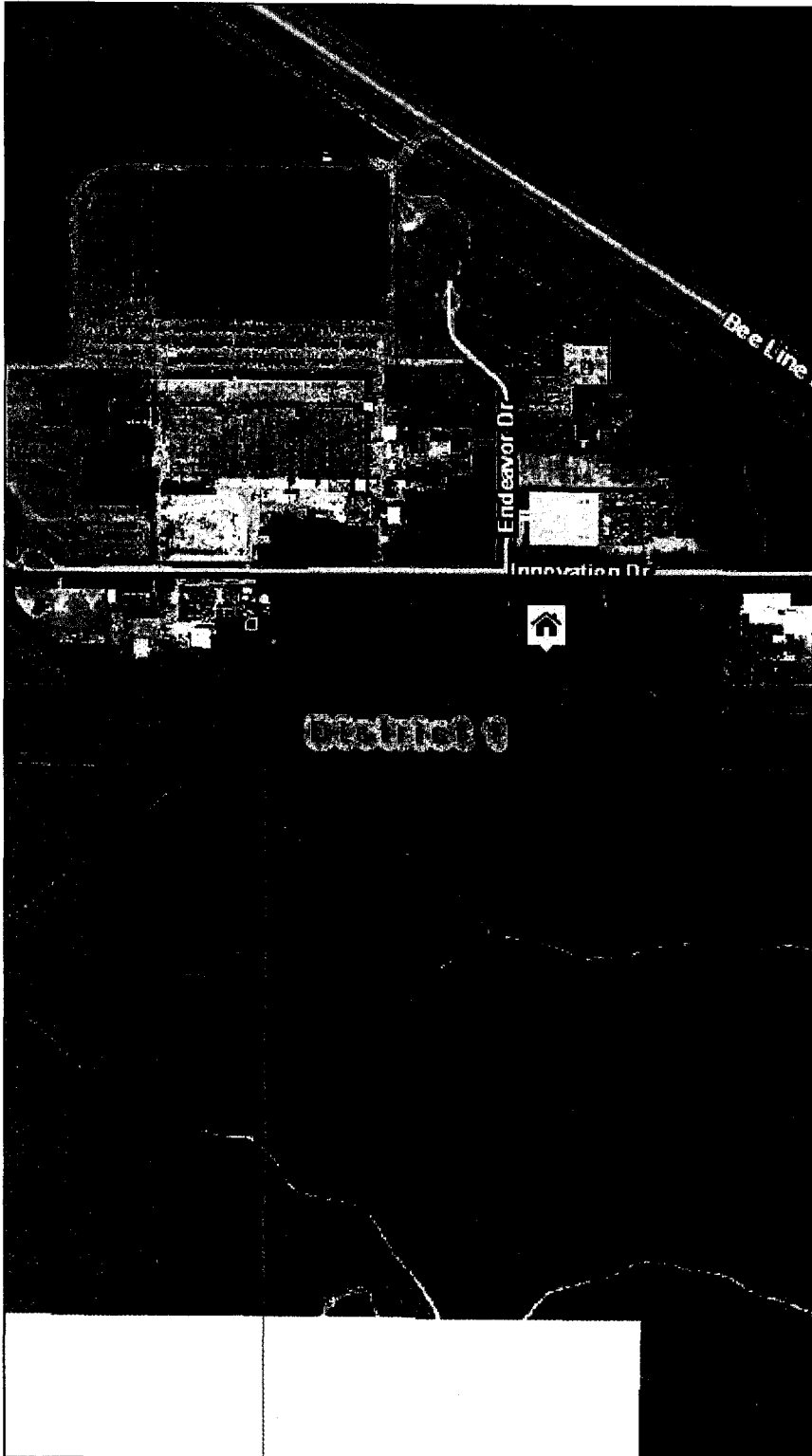
This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 3/10/11  
 Assistant County Attorney

C. Other Department Review:

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



Layer Information

XY  
 (Long,Lat)  
 XY: -80.2994376,26.9009365

Parcels Distance: 0 ft  
 Parcel Number: 00404113010020000  
 Owner: BEELINE CDD  
 Location: 17180 INNOVATION DR  
 Mailing: 2501 BURNS RD STE A  
 City: PALM BEACH GARDENS  
 State: FL  
 Zipcode: 33410

Roads Distance: 492 ft  
 Segmentid: 90978  
 Left Range: 16400 - 16698  
 Right Range: 16401 - 16699  
 Street: Innovation Dr  
 L/R Zipcode: 33478/33478  
 L/R Muni: UNINCORPORATED/UNINCORPORATED  
 RESP\_AUTH: COUNTY  
 TFARE\_ROW: NA  
 Speed Limit: 35  
 Lanes: 2  
 CFCC: NA

Commission Districts Distance: 0 ft  
 District: 1

00404113010020000

produced by: myGeoNav



POTABLE WATER AND WASTEWATER

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

SDA # 12-01002-001

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

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and among PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and UNITED TECHNOLOGIES CORPORATION, PRATT & WHITNEY DIVISION, hereinafter referred to as "Tenant", and the BEELINE COMMUNITY DEVELOPMENT DISTRICT, a legal entity created under Chapter 190, Florida Statutes, whose address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, FL 33410, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, pursuant to a Ground Lease dated August 17, 2010 between Tenant and Property Owner, a copy of which is attached hereto and incorporated herein as Exhibit "A", Tenant leases property located in Palm Beach County, Florida, which is more fully described in Exhibit "B", attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to the Ground Lease, Tenant is responsible for the procurement and construction of utilities, including water and wastewater utilities, and Tenant 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 Property Owner (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, Property Owner 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, Property Owner assigned all of the Beeline Additional ERCs to Tenant; and

WHEREAS, Tenant wishes to utilize a portion of the Beeline Additional ERCs to develop the Property; and

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

WHEREAS, due to the special circumstances related to the construction of facilities by Tenant and not the Property Owner, Tenant, Property Owner and Utility wish to enter into this Agreement; 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, Tenant understands that this contract for service in no way entitles Tenant 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, Tenant, Property Owner and Utility hereby covenant and agree as follows:

- 1. The foregoing statements are true and correct.

Attachment # 2

## POTABLE WATER AND WASTEWATER

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;
  - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Tenant 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.
3. Attached hereto and incorporated herein as **Exhibit "C"** is an Assignment of the Right to Purchase Water and Wastewater Equivalent Connections between Property Owner and Tenant, dated October 31, 2008 (hereinafter referred to as the "Assignment".) Under the Assignment, Property Owner assigned Tenant the right to purchase 1,000 potable water Beeline Additional ERCs and 1,000 wastewater Beeline Additional ERCs, and Tenant shall have the right to purchase said Beeline Additional ERCs through October 31, 2018. This Agreement shall encumber 16.25 potable water Beeline Additional ERCs and 16.25 wastewater Beeline Additional ERCs (said ERCs encumbered under this Agreement hereinafter referred to as the "Encumbered ERCs".) The Encumbered 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. Tenant is not required to purchase the Encumbered ERCs upon entering into this Agreement, however, the failure of Tenant to purchase the Encumbered ERCs by October 31, 2018 shall result in the termination of Tenant's rights to purchase the Encumbered ERCs, and Tenant shall have no right to receive any credit/refund for any Encumbered ERCs that Tenant does not purchase in a timely manner. Notwithstanding the foregoing Tenant must pay for the Encumbered ERCs prior to obtaining water and wastewater Service.

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

4. Tenant and Property Owner hereby grant and give 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, Tenant and Property Owner covenant and agree 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. Tenant and Property Owner hereby further agree 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 subject to reasonable notice and reasonable limits on account of security (the "Security Provisions"), said Security Provisions to be in accordance with the "PBCWUD Access Notes" set forth on the "Fire Innovation & Test (FIT) Center Utility Plan C-109" created by RTKL Associates, Inc. and Arcadis-US Inc., a copy of which is attached hereto as **Exhibit "D"**. In the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property to serve the Property, lying outside the streets and easement areas described above, Tenant and/or Property Owner shall grant and/or cause to be granted 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 use, planned use, or reasonably anticipatable use of such Property. Tenant shall obtain written approval from Utility, which shall not be unreasonably withheld, delayed, or conditioned, prior to installing any structure or object, including, but not

**POTABLE WATER AND WASTEWATER**

limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Tenant 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, Tenant shall immediately remove any encroachment from the easement which materially interferes with Utility's use of the easement upon the request of Utility at Tenant's sole cost and expense. If Tenant fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Tenant shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Tenant and Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby place 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 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 of 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, Tenant and Property Owner hereby covenant and agree 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 Tenant, 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 Tenant 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. Tenant shall purchase the Encumbered ERCs at the fixed fees per ERC associated with the Beeline Agreement. The Beeline Connection Fee required to purchase Encumbered ERCs is:

<b>Potable Water:</b>	<b>\$1,200 per ERC x</b>	<b>16.25</b>	<b>ERCs =</b>	<b>\$19,500.00</b>
	<b>Wastewater:</b>	<b>\$1,000 per ERC x</b>	<b>16.25</b>	<b>ERCs =</b>
				<b>16,250.00</b>
			<b>TOTAL</b>	<b>\$35,750.00</b>

## POTABLE WATER AND WASTEWATER

Tenant acknowledges that it is the sole responsibility of Tenant to purchase the Encumbered ERCs (by payment of the Beeline Connection Fee) by October 31, 2018, or prior to obtaining Service, whichever comes first. Any Encumbered ERCs paid for by October 31, 2018 shall not expire. Should Tenant fail to pay the Beeline Connection Fee for the Encumbered ERCs by October 31, 2018, the Encumbered ERCs shall expire, and Tenant shall have no claim for a credit/refund for expired Encumbered ERCs. Tenant acknowledges and agrees that Utility may unilaterally execute a document evidencing expiration of the Encumbered 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.

Any amendments to this Agreement shall be binding upon both Utility and Tenant and subject to all applicable rules and regulations of Utility. Upon written notice to Utility, said ERCs may be adjusted downward, however, no refund or credit will be given by Utility to Tenant for said downward adjustment.

7. Tenant 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. Tenant 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 Tenant'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, Tenant shall cause to be constructed, at Tenant'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 Encumbered ERCs, Tenant 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 Encumbered ERCs only, Tenant 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 Tenant, 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 Tenant 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.

Tenant hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Tenant'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, Tenant shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution

## POTABLE WATER AND WASTEWATER

and wastewater collection system as constructed by Tenant and approved by Utility, along with the required Cost Documentation and Tenant's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Tenant shall convey or cause to be conveyed 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).

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 or caused to be granted by Tenant 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 Tenant shall be in accordance with the provisions as set forth in the UPAP. All installations by Tenant 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 Tenant 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. Tenant 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. Tenant has furnished Utility with a copy of the Ground Lease for the purpose of establishing certain rights in relation to 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. Tenant 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. Tenant 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 Tenant 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 Tenant, upon any other entity holding by, through or under Tenant, 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.



## POTABLE WATER AND WASTEWATER

Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

13. Tenant 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 Tenant or other than Utility.
14. Tenant 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 Tenant shall only be performed in accordance with the provisions of UPAP. Tenant further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Tenant. 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 Tenant shall be mailed or delivered to Tenant at:

2501 Burns Road, Suite A  
Palm Beach Gardens, FL 33410-5207

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 Tenant and Utility shall survive the completion of the work of Tenant 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 Tenant 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 Tenant and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Tenant 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. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
19. Additional Conditions: Pursuant to Section 2.7(2) of the Beeline Agreement, as amended, the Utility is required to provide a minimum flow at the Potable Water Interconnect (as defined therein) of 2500 gallons per minute at the residual pressure of 20 pounds per square inch, in addition to normal water demands. The parties acknowledge that the Property will utilize a supplemental fire control system, owned, operated, and maintained by Tenant, which, among other enhancements, will utilize raw water fire protection facilities and Tenant-owned pumps to increase the fire flow on the Property. Irrespective of any increase to fire flow which results from the use of the supplemental fire control system, the County's sole obligation, at all times, shall be to meet the minimum flows set forth in Section 2.7(2) Beeline Agreement.

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

POTABLE WATER AND WASTEWATER

IN WITNESS WHEREOF, Tenant, 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: [ ]  
Corporate Seal

Susan Burton  
Susan Burton  
Typed or Printed Name

Margaret B Barnahan  
Margaret B Barnahan  
Typed or Printed Name

TENANT:  
UNITED TECHNOLOGIES  
CORPORATION, PRATT &  
WHITNEY DIVISION

By: Steven A. Bouley  
Steven A. Bouley  
Its Vice President,  
Pratt & Whitney Rocketdyne  
Launch Vehicle & Hypersonic  
Systems,  
Duly Authorized.

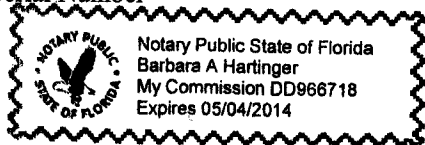
NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2011, by Steven A. Bouley, Vice President, Pratt & Whitney Rocketdyne, Launch Vehicle & Hypersonic Systems. He is personally known to me or has produced \_\_\_\_\_ as identification.


My Commission Expires: 05/04/2014  
DD966718  
Serial Number

Barbara A. Hartinger  
Signature of Notary  
Barbara A. Hartinger  
Typed, Printed, or Stamped Name



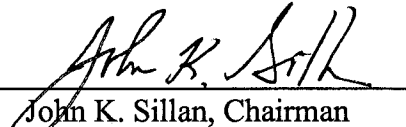
**POTABLE WATER AND WASTEWATER**

**ATTEST:**

  
Peter L. Pimentel, Secretary

**PROPERTY OWNER**

**BEELINE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
John K. Sillan, Chairman

[ Corporate  
Seal ]

**ATTEST:**

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

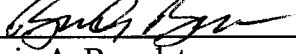
**PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Karen T. Marcus, Chair


**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

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
GROUND LEASE**

**EXHIBIT "A"**

**GROUND LEASE**

**BETWEEN**

**BEELINE COMMUNITY DEVELOPMENT DISTRICT  
("LANDLORD")**

**AND**

**UNITED TECHNOLOGIES CORPORATION, PRATT & WHITNEY DIVISION  
("TENANT")**

**DATED AUGUST 17, 2010**

## GROUND LEASE

**THIS GROUND LEASE** (this "Lease") is entered into this 17th day of August, 2010 by and between **Beeline Community Development District**, a legal entity created under Chapter 190, Florida Statutes, whose address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, FL 33410 ("**Landlord**"), and **United Technologies Corporation, acting through its Pratt & Whitney Division**, a Delaware corporation, 400 East Main Street, East Hartford, CT 06108 ("**Tenant**").

### RECITALS

A. Landlord owns that certain parcel of real property located on Innovation Drive in West Palm Beach, Florida and shown as Parcel 2, Innovation Subdivision According To The Plat Thereof As Recorded In Plat Book 98, Pages 50 Through 53 Of The Public Records Of Palm Beach County, Florida (the "**Property**"), which property is to be conveyed to Tenant pursuant to that certain Utility Transfer Waiver Agreement by and between Landlord and P&W dated December 3, 2007, as amended by First Amendment to Utility Transfer Waiver Agreement dated October 15, 2008, Second Amendment to Utility Transfer Waiver Agreement dated March 17, 2010 and Third Amendment to Utility Transfer Waiver Agreement dated August 17, 2010 (the "CDD-P&W Agreement").

B. Tenant has identified an unimproved portion of the Property, consisting of approximately 7.314 acres, which Tenant desires to lease and has provided Landlord with a legal description of such unimproved portion of the Property being more particularly bounded and described as set forth in Exhibit A attached hereto and made a part hereof (the "**Premises**"), as shown on Exhibit A attached hereto and made a part hereof, and as legally described in Exhibit B attached hereto and made a part hereof.

C. Landlord is willing to Lease the Premises to Tenant on the terms and conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

## ARTICLE 1

### DEFINITIONS & CONSTRUCTION

1.1 **Definitions.** Capitalized terms used in this Lease without other definition shall have the meanings specified below, unless the context requires otherwise.

1.1.1 **"Business Day"** shall mean any day other than Saturday or Sunday or a legal holiday observed by the State of Florida.

1.1.2 **"Governmental Authority"** shall mean any national, state or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, court, department, bureau or entity, or any arbitrator with authority to legally bind a Party.

1.1.3 **"Improvements"** shall mean all buildings, structures, parking areas, driveways, and curbing, utility installations, whether above or below ground, and all other improvements and fixtures located on the Premises.

1.1.4 **"Indemnitee"** shall mean a Person seeking indemnification under this Lease.

1.1.5 **"Indemnitor"** shall mean the Party against whom indemnification is sought under this Lease.

1.1.6 **"Law" or "Laws"** shall mean any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation or order or other applicable legislative or administrative action of the United States of America, or the State of Florida, or any agency, department, authority, political subdivision or other instrumentality thereof, or a final decree, judgment or order of any Governmental Authority, or any combination of any of the foregoing.

1.1.7 **"Losses"** shall mean, collectively, losses, liabilities, damages, claims, judgments, orders, penalties, fines, costs or expenses, including, without limitation, (i) reasonable legal, accounting and other expenses, (ii) loss of or damage to property or death or injury to persons, and (iii) the cost to monitor, clean-up and/or remediate any hazardous materials, as applicable.

1.1.8 **"Parties"** shall mean Landlord and Tenant.

1.1.9 **"Person"** shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization or other business entity, or any Governmental Authority.

1.1.10 "Rent" shall mean the Base Rent and the Additional Rent.

1.1.11 "Sublease" shall mean any lease, sublease, license or concession agreement involving the use or occupancy of the Premises or any portion thereof, other than this Lease.

1.1.12 "Taxes" shall mean all real estate taxes, and other general and special assessments of every kind, including, but not limited to, assessments for public and other improvements and general and special state, county and city taxes, which at any time or times during the Term, or at any time or times after the Term but with respect to a period or periods or event or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to the Property. The term "Taxes" does not include federal, state or local income or franchise taxes assessed against Landlord.

## ARTICLE 2

### GROUND LEASE

Landlord hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein, subject to the terms hereof and matters of record title.

## ARTICLE 3

### TERM OF LEASE

The term of this Lease shall be a period of fifty (50) years and shall commence on November 1, 2010 ("Commencement Date") and shall terminate on October 31, 2060 (the "Expiration Date", the period between and including the Commencement Date and the Expiration Date being referred to herein as the "Term").

## ARTICLE 4

### RENT

4.1 Annual Base Rent. Tenant shall pay to Landlord during the Lease Term annual "Base Rent" in the amount of One Dollar (\$1.00), plus applicable sales tax, if any.

4.2 Additional Rent. Tenant shall also pay without notice, except as may otherwise be required in this Lease, and without abatement, deduction or set-off, Additional Rent, including all sums, impositions, costs, expenses and other payments



which Tenant assumes or agrees to pay in any of the provisions of this Lease with respect to any period during the Lease Term.

4.3 Rent Payments. All payments of Base Rent and other payments required to be made to Landlord shall be in lawful money of the United States of America. All payments of Base Rent shall be made without notice or demand in advance.

## ARTICLE 5

### USE OF THE PREMISES

5.1 Permitted Uses. Tenant may use the Premises for any lawful purpose for which the Premises from time to time may be used, subject to those matters or record affecting title to the Premises, and subject to the Tenant obtaining any requisite governmental licenses, permits or approvals. The Landlord shall cooperate with Tenant for such licenses, permits and approvals to be obtained, provided that Landlord's out of pocket expenses in connection therewith are reimbursed by Tenant.

5.2 Construction of Improvements; Alterations; Trade Fixtures.

5.2.1 Tenant shall have the right, from time to time, to construct, demolish and reconstruct or replace, remodel, expand, or alter such Improvements on the Premises as Tenant shall desire in connection with its use and occupancy of the Premises in compliance with the limitations stated in Section 5.1.

5.2.2 All Improvements, fixtures and/or equipment of whatsoever nature as shall have been installed on the Premises by Tenant, whether permanently affixed thereto or otherwise, shall continue to be the property of Tenant, and shall be removed from the Premises by Tenant at the expiration or termination of this Lease. Any Improvements, fixtures or equipment remaining on the Premises one hundred twenty (120) days after the expiration of the lease, unless earlier agreed, shall at Landlord's option become the property of Landlord. After the prescribed 120 day period has expired, should Landlord determine not to retain any or all of such Improvements, fixtures or equipment, Landlord may dispose of the unwanted Improvements, fixtures or equipment and Tenant shall reimburse Landlord the reasonable cost of such disposal.

5.3 Compliance with Law. In all its operations under this Lease or on the Premises, Tenant, at its sole expense, shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, or local government which may in any way apply to the use, maintenance, operation, or occupation of the Premises by Tenant. If any license or permit is required for the conduct of Tenant's business at the Premises, Tenant, at its expense, shall procure

such license, and shall maintain such license or permit in good standing throughout the Term.

5.4 Utilities. Tenant shall be solely responsible, at Tenant's sole expense, to procure, and to construct or arrange for the construction of pipes, wires and conduits for the provision of, such water, gas, electricity, sewer, telephone and other utility services for the Premises as Tenant may, from time to time desire. All of such services shall be in Tenant's own name and for Tenant's own account, and Tenant shall pay or cause to be paid before delinquency all charges, claims, or liens for water, gas, electricity, sewer, telephone service and any other utility services furnished to or for the Premises, or any part thereof, during the Term, whether or not bills reflecting the same are actually issued or received by Tenant prior to the expiration of the Term.

## ARTICLE 6

### TAXES

6.1 Payment of Taxes and Assessments. Landlord shall pay before delinquency all Taxes that are assessed against Landlord with respect to the Premises and the Property. Tenant shall reimburse Landlord, as Additional Rent, within ten (10) days of a written notice therefor from Landlord to Tenant the following:

6.1.1 a pro-rata portion of any Taxes on account of the land that are assessed against the Landlord and that relates to all, or such portion of the Property as includes the Demised Premises; such pro-rata portion shall be that percentage of the acreage of the Property that is the subject of the assessment for Taxes as is represented by the acreage of the Premises;

6.1.2 all Taxes assessed against Landlord with regard any Improvements located on the Premises; and

6.1.3 if any, any Taxes (including, for the purposes of this subparagraph (c), federal, state or local income or franchise taxes assessed against the Beeline Community Development District ("BCDD")) or that are assessed against the BCDD or that the BCDD becomes obligated to pay, during the Term and while the BCDD is the Landlord hereunder, to the extent that such Taxes would not have been assessed or become payable but for the BCDD having entered into this Lease.

6.2 Taxes on Tenant's Personal Property. Tenant shall be responsible for and shall pay before delinquency all Taxes, license and permit fees and other governmental charges and costs of every kind and nature whatsoever assessed against or imposed upon the Tenant on account of the Improvements and/or the personal property of any kind owned by or placed in, upon or about the Premises by the Tenant.

## ARTICLE 7

### MAINTENANCE OF THE PREMISES

7.1 Premises in "As Is" Condition. Tenant accepts the Premises in "as is" condition. Tenant acknowledges and agrees that Landlord has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements and/or guarantees of any kind or character whatsoever (whether express or implied, oral or written, past, present or future) of, as to, concerning or with respect to the Premises. Without limiting the generality of the foregoing, Tenant hereby acknowledges and agrees that Landlord has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements and/or guarantees concerning: (i) the suitability of the Premises for any and all activities and uses which buyer may conduct thereon; (ii) the manner, quality, state of repair or lack of repair of the Premises; (iii) the manner or quality of the construction or materials, if any, incorporated into the Premises; (iv) compliance with any federal, state, and/or local environmental protection, pollution, health and safety or land use laws, rules, regulations, ordinances, orders, requirements or common law. Tenant has made such investigations, studies and tests with respect to the Property, the Premises and surrounding properties as Tenant has deemed necessary or appropriate to determine the feasibility of leasing the Premises, and has determined that the Premises are suitable and acceptable for Tenant's purposes.

7.2 Tenant's Obligation to Maintain. Tenant shall, at Tenant's own cost and expense, keep and maintain all Improvements, the Premises, and every part thereof in good condition and repair. Provided, however, that Tenant shall not be responsible for damage caused by Landlord, its agents, contractors, employees or invitees. If any of the Improvements are damaged by fire or other casualty, Tenant shall, in Tenant's sole discretion, either repair or replace the same as Tenant may determine or remove any Improvements or portions thereof that have been damaged.

## ARTICLE 8

### INSURANCE

8.1 Coverage Requirements. Tenant shall, at all times during the Term, maintain the types and minimum amounts of insurance as set forth in this Section 8.1. In the event any insurance (including the limits thereof) hereby required to be maintained is not reasonably available or not obtainable on a commercially reasonable basis in the commercial insurance market, then Tenant may request Landlord that such requirements be reduced or eliminated for a specified period, and Landlord shall not unreasonably

withhold its consent to waive such requirements for the specified period. Tenant shall include Landlord as an additional insured on all such policies of insurance.

8.1.1 Commercial General Liability Insurance. Commercial General Liability Insurance, including bodily injury, property damage, independent contractors liability, products/completed operations, contractual liability and personal injury liability with a limit of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

8.1.2 Casualty Insurance. Property casualty and hazard insurance for those Improvements that are customarily covered (i.e., excluding foundations) in an amount at least equal to the replacement cost of the Improvements on the Premises with loss payable to Tenant subject to the requirements of Section 7.2 above.

8.2 Evidence of Insurance. Prior to the Commencement Date, Tenant shall furnish to Landlord certificates of insurance from each insurance carrier showing that the above required insurance and endorsements are in full force and effect.

## ARTICLE 9

### HAZARDOUS MATERIALS AND INDEMNIFICATION

9.1 Compliance. Tenant's use of the Premises will at all times and in all material respects comply with all federal, state and local laws, ordinances, and regulations ("**Hazardous Materials Laws**") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated, or polluting materials, substances or waste, including, without limitation, any "**hazardous materials**" or "**toxic substances**" under any such laws, ordinances, or regulations (collectively, "**Hazardous Materials**"). Tenant will, at its own expense, procure, maintain in effect, and substantially comply with all conditions of any and all Hazardous Materials Laws, permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through a sanitary sewer serving the Premises. Tenant will in all respects handle, treat, deal with, and manage any and all Hazardous Materials brought onto the Premises or generated by tenant thereon in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management, storage, transportation and disposal of such Hazardous Materials.

9.2 Notice. Each party will promptly notify the other in writing of: (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Materials Laws; (2) any claim made or threatened by any person against Tenant, Landlord, or the Property relating to damage,

contribution, cost recovery compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property, including any complaints, notices, warnings, or asserted violations in connection therewith, but excluding reports made in the ordinary course of business. Each party will also supply the other as promptly as possible, and in any event within five (5) business days after the first party receives or sends the same, copies of all claims, complaints, notices, warnings or asserted violations relating in any way to the Property or Tenant's use thereof. Each party will promptly deliver to the other, copies of all hazardous waste manifests reflecting the legal and proper disposal of Hazardous Materials removed from the Property.

9.3 Tenant's Environmental Indemnity. Tenant will indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and each of Landlord's partners, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused by (1) the presence in, on, under, or about the Property or discharge in or from the Property of any "Hazardous Materials" placed in, under, or about the Property by Tenant or at Tenant's direction; or (2) Tenant's use, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Materials to, in, on, under, about, or from the Property; or (3) Tenant's failure to comply with any Hazardous Materials Law with regard to any "Hazardous Materials" placed in, under, or about the Property by Tenant or at Tenant's direction. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant or by employees, agents, assignees, contractors, or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful) will be strictly attributable to the Tenant.

9.4 Landlord's Environmental Indemnity. Landlord will indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant and each of Tenant's partners, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused by the actions of Landlord.

9.5 Survival. The provisions of this Article 9 shall survive the termination or expiration of this Lease with respect to events or circumstances occurring or existing prior to such termination or expiration of this Lease.

## ARTICLE 10

## GENERAL INDEMNITY BY TENANT

Except to the extent of the negligence or intentional misconduct of Landlord or its agents, employees, invitees or contractors, Tenant shall indemnify, pay and protect, reimburse, defend and hold the Landlord harmless from and against all Losses suffered or incurred by any such party by reason of, resulting from, whether directly or indirectly, or arising out of (i) the nonfulfillment or nonperformance of any covenant or agreement of Tenant in this Lease, (ii) the negligence or willful misconduct of Tenant or its representatives and agents in the performance of their respective obligations under this Lease, (iii) any actions, obligations or liabilities of the Tenant in respect of the Premises prior to, on and after the Commencement Date.

## ARTICLE 11

### EMINENT DOMAIN

11.1 Total Taking of Property. If the whole of the Premises is acquired or condemned by eminent domain for any public or quasi-public purpose, the Term will terminate as of the date title vests in the condemning authority. All Rent will be paid up to the date of termination of this Lease.

11.2 Partial Taking of Property. In the event less than all of the Premises is taken, this Lease will continue in full force and effect, except that if a portion of the Premises is taken, the Base Rent due hereunder will be reduced in a fair and equitable manner with respect to the nature, value and extent of the portion of the Premises which is taken. Notwithstanding the foregoing, in the event the remaining portion of the Premises after such taking is not suitable for the continued operation of Tenant's business, in Tenant's reasonable discretion, Tenant may terminate this Lease upon not less than thirty (30) days notice to Landlord.

## ARTICLE 12

### ASSIGNMENT AND LIENS

12.1 Assignment by Landlord. If Landlord sells or otherwise transfers the Property, Tenant shall perform its obligations under this Lease in favor of the buyer or transferee, and Landlord shall be released from any liability accruing after such sale or transfer. Landlord shall not require the consent or approval of Tenant for any such sale or transfer.

12.2 Assignment/Sublease by Tenant. Tenant may enter into an assignment or sublease with any entity with which it is affiliated (*i.e.*, an entity which it controls, or which controls it or with which it is under common control), without having to obtain Landlord's

consent; provided however that no assignment by Tenant of this Lease or of Tenant's interest in the Premises shall be valid until all obligations of the assignor hereunder shall have been assumed by the assignee by a written agreement delivered to Landlord. And, no such assumption shall relieve the assigning Party of responsibility for any obligations under this Lease.

12.3 Encumbrances. Tenant shall be permitted to mortgage its leasehold interest in the Premises, provided, (a) such security interest shall be subject to the terms and conditions of the Landlord's mortgage/security interests, if any and (b) Landlord's lenders consent to such leasehold mortgage.

12.4 Liens. Tenant shall keep all of the Property free and clear of any and all mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of Tenant, its agents, successors or assigns, or any alteration, improvements or repairs or additions which Tenant may make or cause to be made or any work or construction by or for Tenant on or about the Premises, or any obligations of any kind incurred by Tenant. At all times, Tenant shall promptly and fully pay and discharge any and all obligations and all claims on which such lien may or could be based and shall indemnify, defend and hold Landlord, its successors and assigns and all of the Property harmless from and against any and all such liens, claims or suits pertaining thereto. In the event Tenant desires to contest the amount of such liens or claims, Tenant may do so, so long as such contest does not present imminent danger of foreclosure of the Property. If at any time the Property or any part thereof shall then be subject to forfeiture as a result of the occurrences noted above, or if Landlord shall be subject to any liability arising out of the nonpayment of any such liens or claims by Tenant, Tenant shall, notwithstanding any pending contest or review, either pay such liens or claims or post such bonds as may be required to prevent such forfeiture or liability, at least thirty (30) days prior to such forfeiture.

## ARTICLE 13

### EVENTS OF DEFAULT

13.1 Definition. An Event of Default under this Lease shall be deemed to exist with respect to a Party upon the occurrence of any one or more of the following events:

13.1.1 Failure by a Party hereunder to make payment of any amount due to the other Party under this Lease, which failure continues for a period of thirty(30) calendar days after receipt of written notice of such nonpayment;

13.1.2 Failure by a Party hereunder to perform fully any other material obligation under this Lease, if such Party does not cure such failure within thirty (30) days

of the date of receipt of written notice from the other Party demanding such cure (or within such longer period of time, as is reasonably necessary to accomplish such cure, if it cannot be reasonably accomplished within such thirty (30) day period and such Party diligently commences such cure in such period and continues such cure to completion).

13.1.3 Breach by a Party of any material representation or warranty of such Party set forth in this Lease, if within thirty (30) days following receipt of notice from the other Party demanding such cure, the defaulting Party does not cure such breach by curing the facts underlying such incorrect representation or warranty so as to make such incorrect representation or warranty correct (or, if such breach is curable, within such longer period of time, as is reasonably necessary to accomplish such cure without a material adverse effect on the other Party, if the cure cannot be reasonably accomplished within such thirty (30)-day period and the defaulting Party diligently commences and completes such cure in such longer period);

13.2 Landlord's Remedies. In the event of any Event of Default by Tenant hereunder, Landlord shall have the right to exercise any one or more of the rights or remedies available to a Landlord under the laws of the State of Florida, consecutively or concurrently, including the following:

13.2.1 In the event of an Event of Default by Tenant under this Lease prior to the expiration of the then current Term, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease.

13.2.2 In the event of an Event of Default by Tenant under this Lease, Landlord may terminate this Lease and:

(a) Bring an action to recover from Tenant amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease; and

(b) Seek an injunction or injunctions to prevent breaches and to seek specific performance of the covenants, agreements and rights contained in this Lease.

13.3 Tenant's Remedies. In the event of an Event of Default by Landlord hereunder, Tenant shall have the right to exercise any one or more of the rights available to a Tenant of non-residential real property under the laws of the State of Florida, consecutively or concurrently, including, without limitation, the right to seek an injunction or injunctions to prevent breaches and to seek specific performance of the



covenants, agreements and rights contained in this Lease, in addition to the right to pursue any remedy under this Lease, or now or hereafter existing under applicable law or in equity.

13.4 Remedies Not Exclusive. The rights and remedies herein provided in case of an Event of Default shall not be exclusive but shall, to the extent permitted by Law, be cumulative and in addition to all other rights and remedies existing at Law, in equity or otherwise, except those rights and remedies which have been waived or relinquished by the Parties elsewhere in this Lease. No delay or omission of a Party to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of such default or acquiescence therein. Every right and remedy given by this Lease or by Law to a Party may be exercised from time to time, and as often as may be deemed expedient, by such Party.

## ARTICLE 14

### QUIET ENJOYMENT LANDLORD'S ACCESS RIGHTS TO THE PREMISES

14.1 Quiet Enjoyment. Tenant shall enjoy the peaceful and quiet use, possession and enjoyment of the Premises without hindrance or disturbance by Landlord or any Persons claiming by, through or under Landlord, subject only to the terms hereof and matters of record title.

14.2 Landlord's Right to Entry. Without limiting the provisions of Section 13.1, upon reasonable advance notice and the availability of a Tenant manager or employee to accompany Landlord, Tenant shall permit Landlord, its employees or authorized representatives entry into and upon the Premises, at all reasonable times and in a reasonable manner, for the purpose of inspecting the same and also to inspect Tenant's compliance with this Lease. Landlord shall not incur any liability for any loss to Tenant of occupation or quiet enjoyment of the Premises occasioned thereby.

## ARTICLE 15

### NOTICES

15.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (which shall include Federal Express or other overnight courier) or sent by registered or certified mail, postage prepaid, return receipt requested or delivered via facsimile and shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed, four (4)

business days after the date of posting by the United States post office, (iii) if given by facsimile, when sent.

To Landlord: Beeline Community Development District  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
  
Telephone:(561) 630-4922  
Facsimile: (561) 630-4923

To Tenant: United Technologies Corporation, Pratt & Whitney Division  
400 East Main Street  
East Hartford, CT 06108

With a copy to: United Technologies Realty, Inc.  
Four Farm Springs Road  
Farmington, Connecticut 06032  
Attn: Manager, Aerospace Real Estate  
Telephone: (860) 284-3619  
Facsimile: (860) 284-3616

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

15.2 Timing of Receipt. Without limiting any other means by which a Party may be able to prove that a notice has been received by the other Party, a notice shall be deemed to be duly received:

15.2.1 If delivered by hand or overnight courier on the date when received at the address of the recipient;

15.2.2 If sent by registered or certified mail, on the date of the return receipt; or

15.2.3 If sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety and received at the recipient's facsimile number.

## ARTICLE 16

### MISCELLANEOUS

16.1 Amendments. No change, amendment or modification of this Lease shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

16.2 Captions. The captions contained in this Lease are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Lease or the intent of any provision contained herein.

16.3 Severability. The invalidity of one or more phrases, sentences, clauses or Sections contained in this Lease shall not affect the validity of the remaining portions of this Lease so long as the material purposes of this Lease can be determined and effectuated.

16.4 No Waiver. Any failure of either Party to enforce any of the provisions of this Lease or to require compliance with any of its terms at any time during the pendency of this Lease shall in no way affect the validity of this Lease, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Lease shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

16.5 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents reasonably acceptable to such Party, and take any further action reasonably acceptable to such Party that may be reasonably necessary to effectuate the purposes and intent of this Lease.

16.6 Drafting Interpretations. Preparation of this Lease has been a joint effort of both the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

16.7 Documents Included. This Lease consists of this document and the Exhibits which are listed in the Table of Contents and attached hereto or shall be attached hereto in accordance with the provisions hereof, and which are specifically incorporated herein and made a part hereof by this reference.

16.8 Conflicting Provisions. In the event of any conflict between this document and any Exhibit hereto, the terms and provisions of this document, as amended from time

to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed upon by the Parties shall control.

16.9 Applicable Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

16.10 Counterparts. This Lease may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

16.11 Survival. Notwithstanding any provision of this Lease to the contrary, expiration or other termination of this Lease shall not relieve the Parties of obligations that by their nature should survive such expiration or termination, including remedies in the case of a termination for an Event of Default, promises of indemnity, payment obligations, confidentiality, audit rights, and dispute resolution provisions.

16.12 Entire Agreement. This Lease sets forth the full and complete understanding of the Parties relating to the subject matter hereof and supersedes any and all negotiations, other agreements and representations made or dated prior thereto with respect to such subject matter.

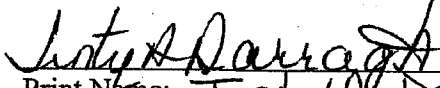
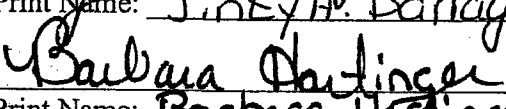
16.13 No Joint Venture. Neither this Lease nor anything contained herein shall be deemed to make Landlord in any way or for any purpose a partner, joint venturer or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease or any provision hereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease.

16.14 Binding Agreement. This Lease shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

16.15. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

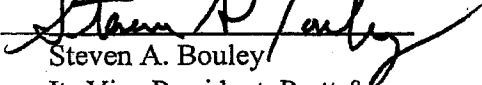
IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their duly authorized representatives.

WITNESSES:

  
Print Name: Jinty A. Darragh  
  
Print Name: Barbara Haeflinger

TENANT:

United Technologies Corporation,  
acting through its Pratt & Whitney  
Division

By:   
Steven A. Bouley  
Its Vice President, Pratt &  
Whitney Rocketdyne Launch  
Vehicle & Hypersonic  
Systems  
Duly Authorized

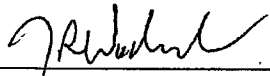
[Next Page is Signature Page for Beeline Community Development District]

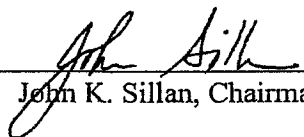
Signature Page for Beeline Community Development District

**LANDLORD**

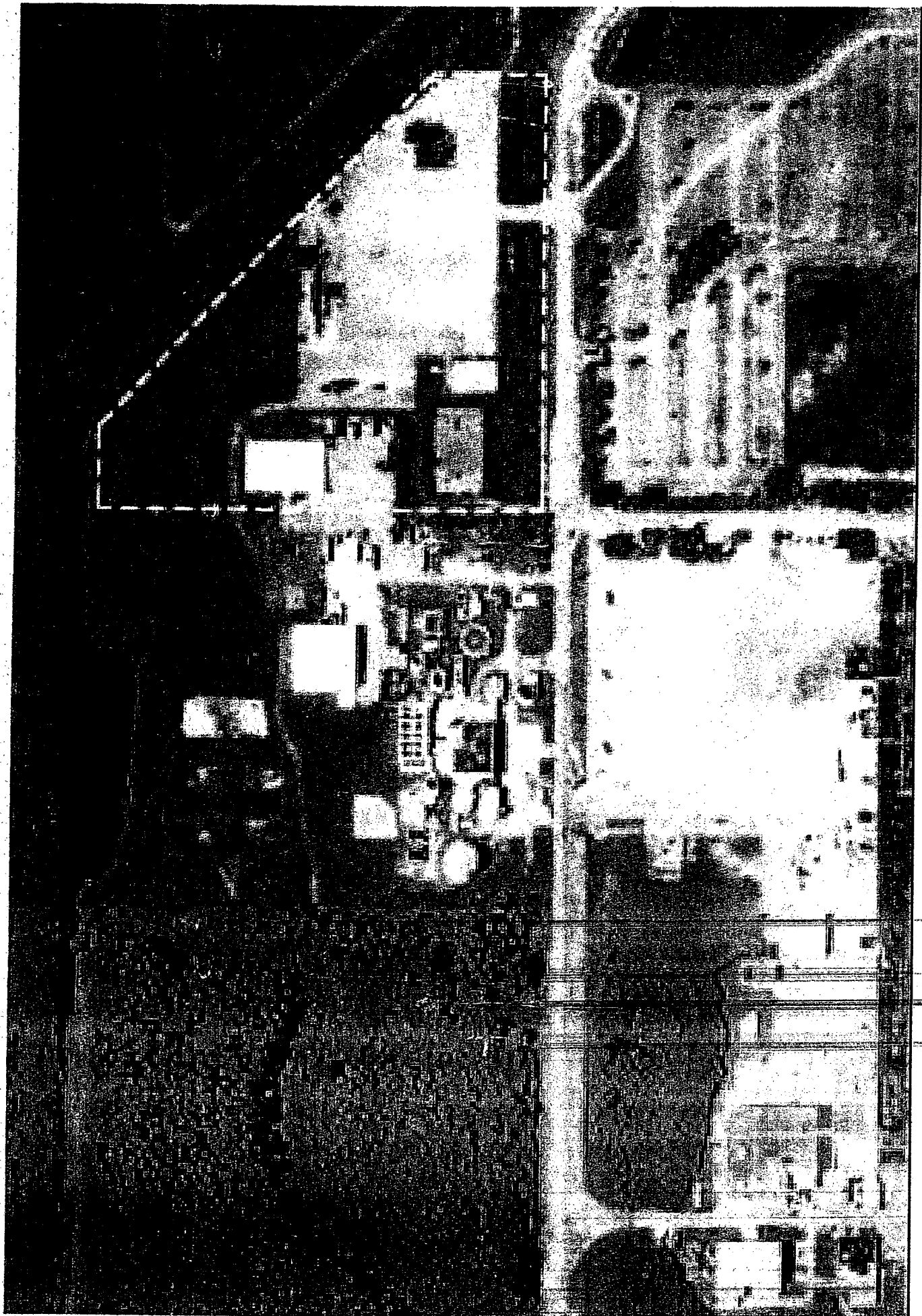
**ATTEST:**

**BEELINE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Peter L. Pimentel, Secretary  
Todd R. Wodraska Asst. Sec.

By:   
\_\_\_\_\_  
John K. Sillan, Chairman

**Exhibit A**











**Exhibit B**

A PORTION OF PARCEL 2, INNOVATION SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 98, PAGES 50 THROUGH 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2 THROUGH THE FOLLOWING SIX (6) COUSES, NORTH 89°39'32" EAST, A DISTANCE OF 987.70 FEET; THENCE SOUTH 44°42'26" EAST, A DISTANCE OF 143.21 FEET; THENCE SOUTH 00°57'54" WEST, A DISTANCE OF 417.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°01'44", A DISTANCE OF 192.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45°03'50" EAST, A DISTANCE OF 495.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°13'51", A DISTANCE OF 163.26 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PARCEL 2 THROUGH THE FOLLOWING TWO (2) COURSES AND EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°03'16", A DISTANCE OF 89.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°39'03" EAST, A DISTANCE OF 578.80 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 717.86 FEET TO A POINT ON THE NORTH LINE OF A DRAINAGE EASEMENT AS SHOWN ON SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID DRAINAGE EASEMENT THROUGH THE FOLLOWING FOUR (4) COURSES, NORTH 89°56'23" WEST, A DISTANCE OF 29.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°52'33", A DISTANCE OF 140.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 45°03'50" WEST, A DISTANCE OF 720.85 FEET; THENCE NORTH 00°20'57" WEST, A DISTANCE OF 164.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.314 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

The primary remedial options are:

- Pump and Treat
- Dual Phase Extraction
  - With the possibility of air sparging
- Stimulated Anaerobic Bio-Oxidation

A pump and treat system would entail the recovery and handling of large volumes of water as would a Dual Phase Extraction System. The Dual Phase Extraction system would allow for the implementation of air sparging/bio-sparging system that would be an effective means to substantially shorten the required operational life of the remediation program. However, the operational requirements in a remote location would (for all options involving groundwater recovery) be difficult and expensive.

The best option is likely to be stimulated biodegradation. This process would entail an injection program that would involve discrete injection events followed with monitoring. It is possible that a remediation program could be implemented with only one injection event. This approach would be effective in remediating the impacting COCs at the site in a cost effective and rapid fashion.

The injection of reagents allows direct contact of the COCs within the impacted zone with stimulated microorganisms. The process is effective towards COCs adsorbed to the mineral matrix as well as COCs already present in the dissolved phase. In the case of the stimulation of anaerobic bio-oxidation with sulfate a significant additional advantages presents itself, the tability to inject relatively high concentrations of reactive reagent:

- This enhances the effect of each specific injection event
- It allows for the establishment of high concentration gradients of the reactive reagents to enhance remediation effects in that portion of the impacted zone that is dominated by diffusion flow. (Treatment of the diffusion dominated zone within COC impacted groundwater is the primary reason for the requirement for the recovery of multiple pore volumes, long treatment time frames, and significant chances for COC rebound with groundwater recovery systems).
- The reagents are by and large conservatively transported in the groundwater system. The sulfate will not react until it comes in contact with impacting petroleum hydrocarbons. Allowing efficient transport and transport over significant distances and time frames under the natural groundwater flow conditions that are present after an injection event.

To properly evaluate the potential for a stimulated biodegradation program and to design such a program some additional site assessment should be done. What needs to be determined is the biogeochemical setting of the site, both in the native un-impacted groundwater as well as in impacted zones. This information will not only aid in the design of the proactive treatment program, but will also aid in the development of an efficient post treatment monitoring program.

This biogeochemical assessment program should examples of:

- Wells in background locations that are representative of native groundwater conditions
- A well in the dissolved plume but, upgradient of the areas thought to be source zones
- Wells in source zones

- Wells directly downgradient of the source areas
- Wells that are in the distal end of the dissolved plume
- Wells that are directly downgradient of the dissolved plume, but which currently show no COC impact
- Examples of cross gradient wells.

The essential parameters that should be tested for include:

- Field parameters: pH, ORP, DO, Conductivity
- Lab Parameters
  - Total Sulfate
  - Total Iron
  - Total Dissolved Solids (TDS)
  - Dissolved Gases (methane, carbon dioxide, and oxygen)

Parameters that have some value, but of secondary importance to those listed above include:

- Alkalinity
- Nitrate/Nitrite
- Cation/Anion Scan Na, Ca, K, Mg, and Cl
  - This helps with understanding the physical and biogeochemical history of the water and provides a quality control check for the data set in general
- Dissolved Iron
- Total and Dissolved Manganese

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "B"  
LEGAL DESCRIPTION**

**A PORTION OF PARCEL 2, INNOVATION SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 98, PAGES 50 THROUGH 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2 THROUGH THE FOLLOWING SIX (6) COURSES, NORTH 89°39'32" EAST, A DISTANCE OF 987.70 FEET; THENCE SOUTH 44°42'26" EAST, A DISTANCE OF 143.21 FEET; THENCE SOUTH 00°57'54" WEST, A DISTANCE OF 417.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°01'44", A DISTANCE OF 192.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45°03'50" EAST, A DISTANCE OF 495.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°13'51", A DISTANCE OF 163.26 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PARCEL 2 THROUGH THE FOLLOWING TWO (2) COURSES AND EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°03'16", A DISTANCE OF 89.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°39'03" EAST, A DISTANCE OF 578.80 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 717.86 FEET TO A POINT ON THE NORTH LINE OF A DRAINAGE EASEMENT AS SHOWN ON SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID DRAINAGE EASEMENT THROUGH THE FOLLOWING FOUR (4) COURSES, NORTH 89°56'23" WEST, A DISTANCE OF 29.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°52'33", A DISTANCE OF 140.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 45°03'50" WEST, A DISTANCE OF 720.85 FEET; THENCE NORTH 00°20'57" WEST, A DISTANCE OF 164.52 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 7.314 ACRES, MORE OR LESS.**

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "C"**

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



EXHIBIT "C"

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

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

**THIS ASSIGNMENT** made and entered into this 31st day of October, 2008, by and between the Beeline Community Development District, a legal entity created under Chapter 190, Florida Statutes, whose address is c/o Special District Services, Inc., Suite 104, 11000 Prosperity Farms Road, Palm Beach Gardens, FL 33410 ("hereinafter Assignor"), and United Technologies Corporation, a Delaware corporation, operating through its Pratt & Whitney Division, whose address is 400 Main Street, M/S 132-12, East Hartford, CT 06108 (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**, Assignor 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 Assignor agreed to sell, and County agreed to purchase, Assignor's potable water distribution system and wastewater collection system, current customer base, as well the exclusive retail and whole potable water, wastewater, and reclaimed service with Assignor's utility service area; and

**WHEREAS**, the Acquisition Agreement gave Assignor 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**, Assignor wishes to assign the right to purchase additional ERCs of potable water and wastewater capacity to Assignee together with all rights and benefits under the Acquisition Agreement related to such ERCs of potable water and wastewater capacity, and Assignee wishes to accept said assignment; and

**WHEREAS**, the County wishes to consent to the assignment of the right to purchase additional ERCs of potable water and wastewater capacity and related rights to Assignee.

**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 one thousand (1,000) additional ERCs of potable water capacity, together with all rights 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 Assignee: the right to purchase one thousand (1,000) 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 (\$1,000.00) for each ERC of wastewater capacity purchased, and, at the time of service initiation of any of the additional 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 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 recorded in the Public Records of Palm Beach County.

5. This Assignment shall be effective upon the approval of all parties. The Effective Date of this Assignment shall be October 31, 2008.

6. 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.

ATTEST:

BEELINE COMMUNITY DEVELOPMENT  
DISTRICT

*P. L. Pimentel*  
for Peter L. Pimentel, Secretary  
TOM WODRASKA, ASST. SEC.

*John K. Sillan*  
John K. Sillan, Chairman

UNITED TECHNOLOGIES CORPORATION,  
PRATT & WHITNEY DIVISION

By: *Steven A. Bouley*

Name: Steven A. Bouley

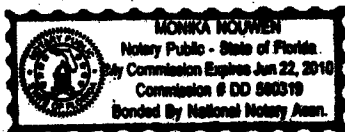
Title: General Manager  
Florida and Mississippi Operations

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of OCTOBER, 2008, by John K. Sillan, Chairman of the Beeline Community Development District. He is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARY SEAL]



Monika Nouwen  
Signature of Notary

MONIKA NOUWEN  
Typed, Printed or Stamped Name of Notary

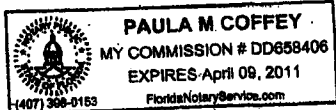
My Commission expires: \_\_\_\_\_

NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of December, 2008, by Steven Bailey as General Manager of Pratt & Whitney Rocketdyne, Florida and Mississippi Operation, United Technologies Corporation, Pratt & Whitney Division. He/she is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARY SEAL]



Paula M Coffey  
Signature of Notary


Paula M Coffey  
Typed, Printed or Stamped Name of Notary


My Commission expires: 4/9/2011

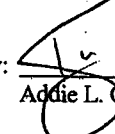
IN WITNESS WHEREOF, this Of The Right To Purchase Water And Wastewater Equivalent Residential Connections is consented to by the Palm Beach County Board of County Commissioners:

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS  
BOARD OF COUNTY  
COMMISSIONERS

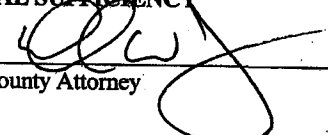
By:   
Deputy Clerk



By:   
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Director of Water Utilities

