

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|----------|-----------------|-----------------|-----------------|-----------------|
| 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><u>0</u></u> | <u><u>0</u></u> | <u><u>0</u></u> | <u><u>0</u></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:

The Agreement only affects the timing of fee payments associated with the development of the property. The Agreement does not change the total fees due.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

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

MAP have been paid in full in 2011 and service initiation fees will still be collected at the time of connection. Development agreement was brought to the board on October 18th, 2011 as a receive and file.

[Signature] 11/16/11
OFMB

[Signature] 11/18/11
Contract Development and Control

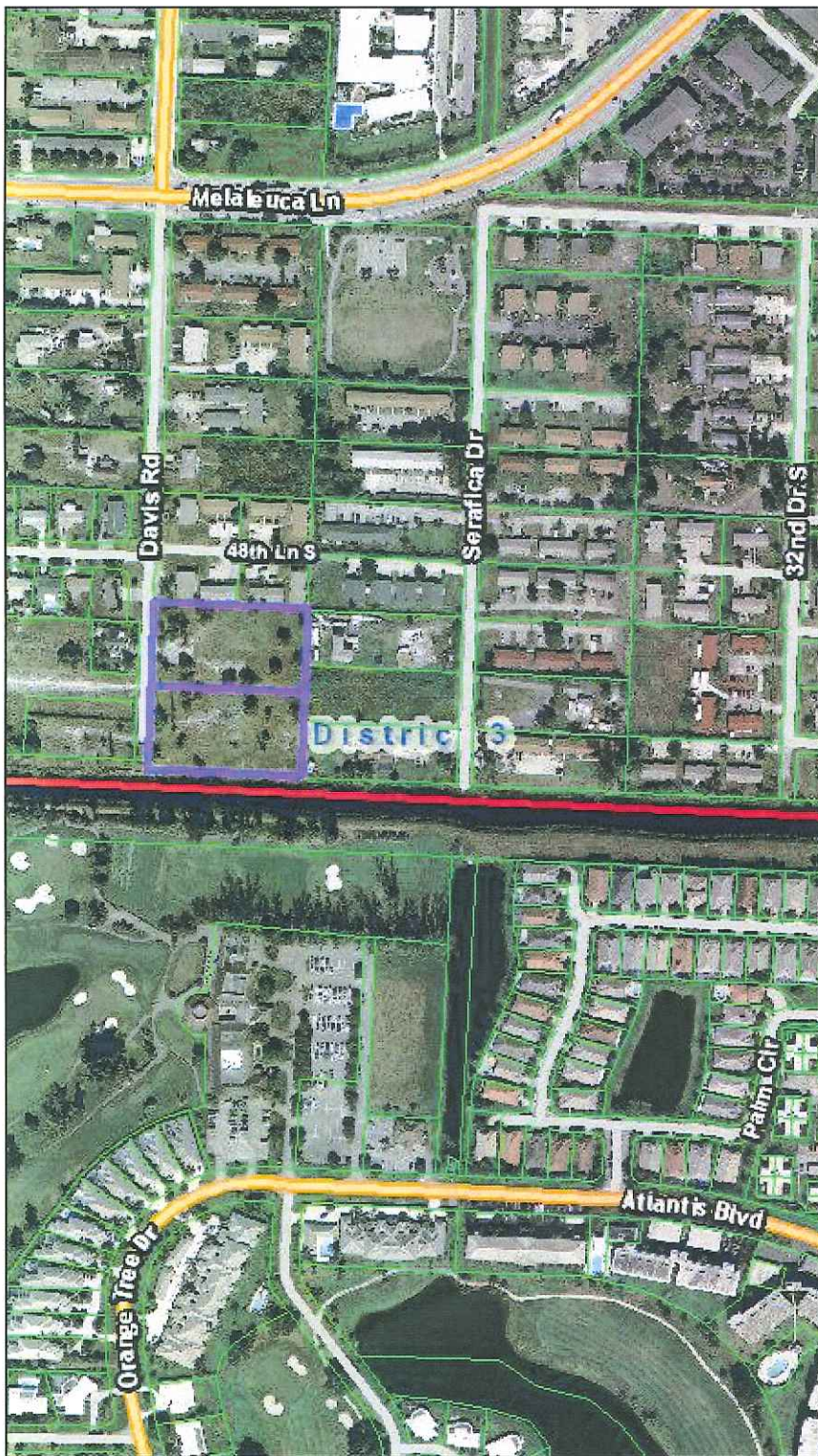
B. Legal Sufficiency:

[Signature] 11/28/11
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director



Community Land Trust of PBC, Inc

produced by: myGeoNav



**FIRST AMENDMENT TO STANDARD POTABLE WATER AND
WASTEWATER DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO STANDARD POTABLE WATER AND
WASTEWATER DEVELOPMENT AGREEMENT is made and entered into this**
_____ day of _____, 2011, by and between Palm Beach County,
a political subdivision of the State of Florida, hereinafter referred to as "County" and
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC, a _____ Florida
corporation hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, on August 22, 2011, County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement (hereinafter referred to as the "SDA") for the provision of potable water and wastewater service to certain property owned by Property Owner; and

WHEREAS, the SDA was recorded in the Official Records at Book 24708, Page 0140; and

WHEREAS, the SDA contained no provision for the submission of all or a portion of the Service Initiation Fees prior to Service Initiation; and

WHEREAS, Property Owner desires to submit all or a portion of the Service Initiation Fees prior to Service Initiation; and

WHEREAS, the parties desire to amend the SDA to provide for the submission of these fees.

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

1. The SDA is hereby amended by adding paragraph 15, Additional Conditions as follows:

15. Additional Conditions. Notwithstanding any other provision of this Agreement to the contrary, Property Owner shall have the option of submitting payment for all or a portion of the Service Initiation Fees (as defined in the UPAP) at any time following the effective date of this Agreement and prior to Service Initiation, as that term is defined herein (said fees hereinafter referred to as the "Pre-submitted Fees".) Property Owner and Utility acknowledge and agree that the Utility's Service Initiation Fees at the time of said submittal of Pre-submitted Fees by Property Owner may differ from the Utility's Service Initiation Fees at the time of Service Initiation, and that the applicable amount of Service Initiation Fees that the Property Owner shall ultimately be responsible for paying shall be the Utility's Service Initiation Fees as of the date of Service Initiation. Property Owner shall be responsible for payment of any Service Initiation Fees not covered by the Pre-submitted Fees. At the termination of this Agreement, Utility shall refund any Pre-submitted Fees not expended by Property Owner.

2. Each and every other term of the SDA shall remain in full force and effect and the SDA is hereby reaffirmed as modified herein.

3. County shall duly record this Amendment to the SDA in the Official Records of Palm Beach County, Florida.

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ATTACHMENT 2

SDA # 02-01128-000

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

ATTEST:

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

By: _____
Clerk & Comptroller (or Deputy Clerk)

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Bevin A. Beaudet,
Department Director or Designee

WITNESSES:

[Signature]
[Signature]
Typed or Printed Name

[Signature]
Liseanne Jolivet
Typed or Printed Name

PROPERTY OWNER:

By: [Signature] (in official capacity)
Signature
Hazel Lucas
Typed or Printed Name
President (CLT)
Title

[Corporate Seal]

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF PB

The foregoing instrument was acknowledged before me this 4th day of October, 2011
by Hazel Lucas, of _____, a
_____, on behalf of the CLT of PBC. He/she is personally
known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Liseanne Jolivet
Commission # DD995592
Expires: MAY 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Signature of Notary
Liseanne Jolivet
Typed, Printed, or Stamped Name
of Notary

Notary Public
Serial Number _____