

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	October 16, 2012	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the month of August 2012:

- A) Indemnification Agreement with Oxygen Holdings, LLC, a Florida Limited Liability Company (WUD #09-505) District 2 (MJ);
- B) Indemnification Agreement with XYNIX Incorporated, (WUD #11-540) District 2 (MJ);
- C) Indemnification Agreement with Al-Amin Center of Florida Inc, (WUD #12-509) District 3 (MJ);
- D) Indemnification Agreement with Plaza Two, LLC, a Florida Limited Liability Company (WUD #11-531) District 3 (MJ);
- E) Indemnification Agreement with Atlantic Commons Associates, LLLP, a Florida Limited Liability Limited Partnership (WUD #11-552) District 5 (MJ);
- F) Indemnification Agreement with Aspen Square, LLC, a Florida Limited Liability Company (WUD#08-569) District 5 (MJ);
- G) Indemnification Agreement with Solid Waste Authority of Palm Beach County, (WUD #09-524) District 5 (MJ); and
- H) Standard Development Agreement with GH Savannah Lake, LLC, SDA # 02-01132-000 Districts 3 (MJ)
- I) Standard Development Agreement with AL Lake Worth, LLC, Lyons Road LW LLC, and Jules M. Romfh, Jr. and Elisabeth Romfh, SDA # 02-01109-001 (conversion from UCRA) District 6 (MJ)
- J) Standard Development Agreement with AL Lake Worth, LLC, Lyons Road LW LLC, and Jules M. Romfh, Jr. and Elisabeth Romfh, SDA # 02-01133-00 District 6 (MJ)

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/ grants/procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached Standard Development Agreement and Indemnity Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file. **Original documents can be viewed in Minutes.**

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual. The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:

1. One (1) Original Indemnification Agreement with Oxygen Holdings, LLC
2. One (1) Original Indemnification Agreement with XYNIX Incorporated
3. One (1) Original Indemnification Agreement with Al-Amin Center of Florida Inc,
4. One (1) Original Indemnification Agreement with Plaza Two, LLC
5. One (1) Original Indemnification Agreement with Atlantic Commons Associates, LLLP
6. One (1) Original Indemnification Agreement with Aspen Square, LLC
7. One (1) Original Indemnification Agreement with Solid Waste Authority of PBC
8. Two (2) Original Standard Development Agreement with GH Savannah Lake, LLC, SDA #02-01132- 000
9. Two (2) Original Standard Development Agreement with AL Lake Worth, LLC, Lyons Road LW LLC, and Jules M. Romfh, Jr. and Elisabeth Romfh, SDA # 02-01109-001 (conversion from UCRA)
10. Two (2) Original Standard Development Agreement with AL Lake Worth, LLC, Lyons Road LW LLC, and Jules M. Romfh, Jr. and Elisabeth Romfh, SDA # 02-01133-00

Recommended By:


Department Director

9/13/12
Date

Approved By:


Assistant County Administrator

9/24/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$ 79,971)</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>(\$ 79,971)</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:

Standard Development Agreements - MAP has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: See Expend

III. REVIEW COMMENTS

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

[Signature] 9/17/2012
OFMB
8/14/12

[Signature] 9/18/12
Contract Development and Control

B. Legal Sufficiency:

[Signature] 9/19/12
Assistant County Attorney

C. Other Department Review:

Department Director

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

Charge # 1023
Return WILL CALL # 133

SDA#

Prepared by and return to: PLAN REVIEW - JCR
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

CFN 20120312597
OR BK 25378 PG 1381
RECORDED 08/09/2012 10:04:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1381 - 1384; (4pgs)

INDEMNITY AGREEMENT
(Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this 30th day of July, 2012 ~~8th~~ day of ~~December, 2011~~, by and between OXYGEN HOLDINGS LLC, a Florida limited liability company (hereinafter referred to as "Owner") whose address is 1441 West Newport Center Drive, Deerfield Beach, FL 33442 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter, referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install paver blocks and a dumpster enclosure within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

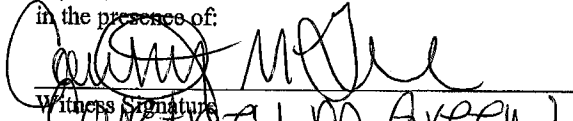
SDA#

6. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:


Witness Signature

Print Name

Courtney M. Green

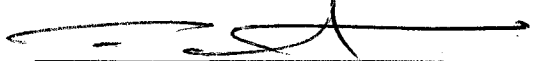
Witness Signature

Print Name

Raige Jones

OWNER

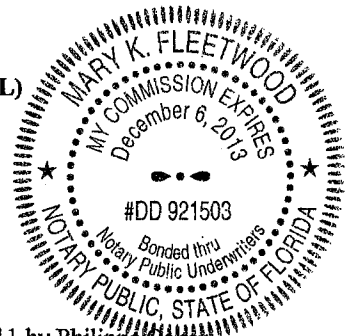
OXYGEN HOLDINGS LLC, a Florida limited
liability company



Name: Philippe Cohen

Title: Manager

(SEAL)



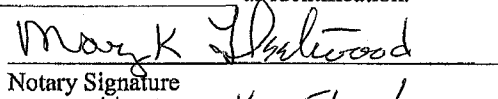
NOTARY CERTIFICATE

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of December, 2011 by Philippe Cohen, the Manager of Oxygen Holdings LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

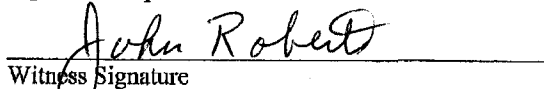
My Commission Expires: 12-6-2013


Notary Signature

MARY K Fleetwood
Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

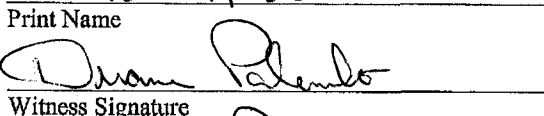

Witness Signature

Print Name

John Roberts

Witness Signature

Print Name



Duane Palumbo

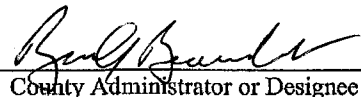
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

County Attorney

PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS

BY:


County Administrator or Designee



SCALE: 1"=100'

LAGUNA PARK 2
(P.B. 21, PG. 65)

LEGEND

ORB—OFFICIAL RECORD BOOK
LWDD—LAKE WORTH DRAINAGE DISTRICT
P.B.C.U.E.—PALM BEACH COUNTY UTILITY EASEMENT
P.B.—PLAT BOOK
PG.—PAGE

LWDD L-7 CANAL

TRACT 8

PAVER BLOCK
IN EASEMENT

TRACT 6

PAVER BLOCK
IN EASEMENT

DUMPSTER IN
EASEMENT

DUMPSTER IN
EASEMENT

SOUTH CONGRESS AVENUE (S.R. 807)

TRACT 1

EASEMENT EXHIBIT

THIS IS NOT A SURVEY

FOR:

OXYGEN DEVELOPMENT CORPORATION

SCALE: 1"=100'

DRAWN BY: STAFF

CHECKED BY: G. RAGER

DATE: 12.16.2011



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engenuity
group inc.

ENGINEERS • SURVEYORS • GIS MAPPERS

1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

1

1

JOB N°

FLORIDA R.L.S.
4828

7045.03.23

Y:\Land Projects R2\7045.01 Oxygen\dwg\7045.03 easement exhibit.dwg 12/16/2011 2:42:06 PM EST

SDA#
Prepared by and Return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

CONSENT AND SUBORDINATION OF MORTGAGEE FOR INDEMNITY AGREEMENT

The undersigned mortgagee does hereby consent to the existence of this Indemnity Agreement, across the lands herein described, and agrees that its two (2) mortgages, which are recorded in Official Record Book 24237, Page 1231 and in Official Record Book 24237, Page 1274, and the Assignment of Leases and Rents recorded in Official Records Book 24237, Page 1317, all of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity Agreement. By entering into this Consent, the undersigned mortgagee does not intend or agree to be responsible or liable for the indemnity and hold harmless obligations of the Owner as contained in the Indemnity Agreement. However, nothing in the foregoing shall act to release the undersigned mortgagee of any obligations that it may have under the Indemnity Agreement as a successor, heir, or assignee of the ownership of the Property (as that term is defined in the Indemnity Agreement.)

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature

Michael W. Barrett
Print Name

Witness Signature

MARILYN BROWN
Print Name

GRANTOR/MORTGAGEE:

Name of Mortgagee: TD BANK, N.A., a national
banking association

Signature

Vice President - Senior Loan Officer
Print Name (and Title if applicable)

(SEAL)

NOTARY CERTIFICATE

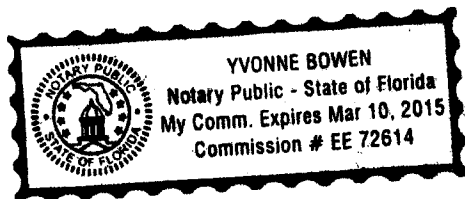
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of February, 2012 by Linda O'Connor as the Vice President of TD BANK, N.A., a national banking association, on behalf of the association, who is personally known to me or who has produced _____ as identification.

My Commission

Expires: 3/10/15

Notary Signature



YVONNE BOWEN
Typed, Printed or Stamped Name of Notary

Name:

ATTACHMENT 2

Address:

CFN 20120312594
OR BK 25378 PG 1372
RECORDED 08/09/2012 10:04:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1372 - 1376; (5pgs)

Charge # 1023 Return via WILL CALL #133
Att: Plan Review - JCR
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd
West Palm Beach, Florida 33413

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 11th day of January, 2012 by and between XVNYX Incorporated, a corporation (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install a 4" D.I.P. Force Main within the L.W.D.D. L-11 Canal Right of Way ("Utility Facilities") (WUD Project No. 11-540); and

WHEREAS, the Lake Worth Drainage District will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.

2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by PBC.

3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the L.W.D.D. or its demands in connection with the work contemplated by the Utility Permits.

4. MISCELLANEOUS PROVISIONS.

- PBC: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

INDEMNITOR: XYNYX, Incorporated
7542 Saint Andrews Road
Lake Worth, FL 33467

Page 2 of 5

- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature Erik Gross


Erik Gregg

Print Name _____

 Witness Signature _____

Print Name JASON MARTIN

OWNER:


Signature

Shahveer Dhatigara

Print Name

Director and C.E.O.

Title

XYNYX, Incorporated

Company Name

(SEAL)

NOTARY CERTIFICATE

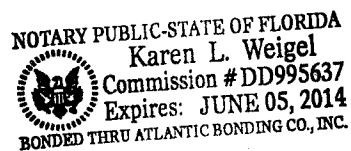
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of November, 2011, by Sharveer Dhatigara and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Signature K. L. Weigert

Karen L. Weigel
Typed, Printed or Stamped Name of Notary



ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this 11th day of January, 2012.

WITNESSES:

PALM BEACH COUNTY

John Roberts
Witness Signature

By: [Signature]
County Administrator or Designee

John Roberts
Typed or Printed Name

Duane Palumbo
Witness Signature

Duane Palumbo
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

Charge # 1023

ATTACHMENT 3

Return Will Call # 133

Prepared by and return to: PLAN REVIEWER
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

CFN 20120312595
OR BK 25378 PG 1377
RECORDED 08/09/2012 10:04:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1377 - 1378; (2pgs)

EXHIBIT "Z"

INDEMNITY AGREEMENT
(Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this ____ day of ____ 20____ by ____ and ____ between Al-Amin Center of Florida, Inc (hereinafter referred to as "Owner") whose address is 290 NW 165 St, Mez 100, Miami and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install Brick Pavers within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

OWNER:

Al-Amin Center of Florida, Inc

Hossain Mohammed S

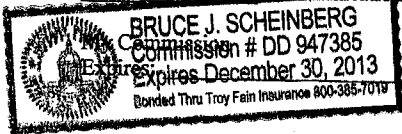
Print Name

STATE OF Florida

COUNTY OF Miami-Dade

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 13th day of June, 2012 by Mohammed S. Hossain who is personally known to me or who has produced



Signature of Notary

Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

Witness

Print Name

Witness Signature

Print Name

PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS

By:

County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

County Attorney

CFN 20120312592
OR BK 25378 PG 1362
RECORDED 08/09/2012 10:04:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Permit 1362 - 1366; (Spgs)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this JAN. day of 10, 2012 by and between PLAZA TWO, LLC, a FLORIDA, LLC (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install 8" water main over L.W.D.D. R/W ("Utility Facilities") (WUD Project No. 1A531); and

WHEREAS, the LAKE WORTH Drainage District will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.

2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.

3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the L.W.D.D. or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. MISCELLANEOUS PROVISIONS.

- 4.1 Notice. All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

County: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: PLAZA TWO, LLC
4116 ARDISIA PATH
BOYNTON BCH, FL 33436
With a copy to: "SAME"

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

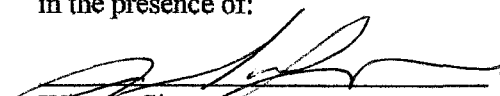
- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

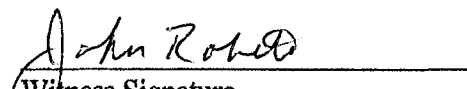
INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

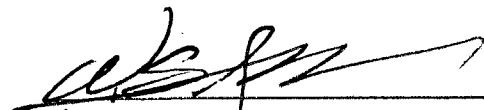

Witness Signature

JOSEPH M LAMMER
Print Name


Witness Signature

John Roberts
Print Name

OWNER:


Signature

W.S. Jones
Print Name

MGR. M
Title

PLAZA TWO, LLC
Company Name

(SEAL)

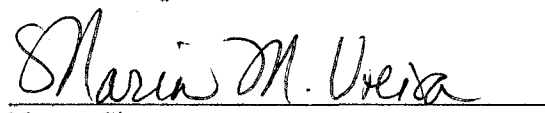
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of January, 2012 by Wiley S. Jones and
who is/are personally known to me or who has
produced FL. Drivers Lic as identification.

5520-8 97-65-206-0

My Commission Expires:


Notary Signature



Typed, Printed or Stamped Name of Notary

ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this 30 day of January, 2012.



WITNESSES:
BEACH COUNTY

PALM

Valerie Cintron-Perez
Witness Signature

By: [Signature]
County Administrator or Designee

Valerie Cintron-Perez
Typed or Printed Name

John Roberts
Witness Signature

John Roberts
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

RETURN TO FOLLOW
ATTN: PLAN REVIEW - RN
8100 FOREST HILL BLVD.
WEST PALM BEACH, FL 33413

W/C # 133

Charge # 1023

ATTACHMENT 5

CFN 20120312591
OR BK 25378 PG 1357
RECORDED 08/09/2012 10:04:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1357 - 1361; (5pgs)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this _____ day of _____, **2012** by and between **ATLANTIC COMMONS ASSOCIATES, LLLP**, a limited liability limited partnership (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install a 42" x 12" tapping sleeve with gate valve and a 42" x 8" tapping sleeve with gate valve ("Utility Facilities") (WUD Project No. 11-552); and

WHEREAS, the FDOT will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.

2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by PBC.

3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the FDOT or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. **MISCELLANEOUS PROVISIONS.**

- 4.1 **Notice.** All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

PBC: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: **Atlantic Commons Associates, LLLP**
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, FL 33323

With a copy to:

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Officer 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 PBC, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

OWNER:

Signature

Print Name

Title

Atlantic Commons Associates, LLLP
Company Name

(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 10 day of July, 2012 by Richard M. Norwalk and who is/are personally known to me or who has produced as identification.

My Commission Expires

Notary Signature



Paola Cameron
COMMISSION #DD983531
EXPIRES: JUN. 25, 2014
WWW.AARONNOTARY.COM

Typed, Printed or Stamped Name of Notary

ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this _____ day of _____, _____.

WITNESSES:

PALM BEACH COUNTY

Witness Signature


By: 
County Administrator or Designee

Typed or Printed Name

Witness Signature

Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: 
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 30th day of August 2012 by and between ASPEN SQUARE, LLC, a FL Limited Liability Co. hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install A Six inch Force Main AND 12 inch Water Main Crossing L-32 Canal ("Utility Facilities") (WUD Project No. 08-569); and

WHEREAS, the L.W.D.D. will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.
2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.
3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the L.W.D.D. or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. MISCELLANEOUS PROVISIONS.

4.1 Notice. All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

County: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: ASPEN SQUARE, LLC
1001 Yamato Road Ste. 3017
Boca Raton, FL 33431
With a copy to: 561-306-7165
ATTN: Bradley Martin, Manager

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

4.2 Florida Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach

County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

John Roberts
Witness Signature

John Roberts
Print Name

Linda Pope
Witness Signature

LINDA POPE
Print Name

OWNER:

[Signature]
Signature

Bradley Morton
Print Name

Member
Title

OPEN SQUARE, LLC
Company Name

(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 8 day of December, 2011 by Bradley Alan Morton and who is/are personally known to me or who has produced FL DL. as identification.

My Commission Expires:

Isabel Quezada
Notary Signature



Typed, Printed or Stamped Name of Notary

ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this 30th day of July, 2012.

**WITNESSES:
BEACH COUNTY**

PALM

John Roberts
Witness Signature

By: [Signature]
County Administrator or Designee

John Roberts
Typed or Printed Name

Duane Palumbo
Witness Signature

Duane Palumbo
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

Charge # 1023

Return WILL CALL # 133

Prepared by and return to: PLAN Review - JCR

Palm Beach County Water Utilities Department

P.O. Box 16097

West Palm Beach, Florida 33416-6097

CFN 20120312596

OR BK 25378 PG 1379

RECORDED 08/09/2012 10:04:42

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1379 - 1380; (2pgs)

EXHIBIT "Z"

INDEMNITY AGREEMENT

(Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this 13 day of June, 2012 by Solid Waste Authority of Palm Beach County (hereinafter referred to as "Owner") whose address is 7501 N. Jog Rd WPB FL and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install A 20' CHAIN LINK SWING GATE within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. Nothing in this indemnity agreement shall be construed or deemed to have waived either party's sovereign immunity or the limitations of liability set forth in Florida Statute §768.28.
7. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]

Witness Signature
Paul J. Carroll

Print Name

Witness Signature
PAUL BELGERINO

Print Name

OWNER:

[Signature]

Daniel J. Pellowitz

Print Name

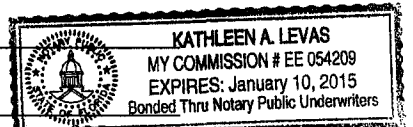
NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of June, 2012 by
Dan Pellowitz who is personally known to me or who has produced
— as identification.

My Commission
Expires: 01-10-2015

Kathleen A. Levas
Signature of Notary



Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

John Roberts

Witness
John Roberts

Print Name

Witness Signature
Duane Palumbo

Print Name

PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

CFN 20120312551
OR BK 25378 PG 1306
RECORDED 08/09/2012 09:53:53
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1306 - 1313; (8pgs)

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

SDA # 02-01132-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 1ST day of AUGUST, 20 12, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **GH Savannah Lake, LLC**, a Florida limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

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

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the $\frac{5}{8}$ " x $\frac{3}{4}$ " meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

(a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$190.08	per ERC x	53.00	ERCs =	\$10,074.24
Wastewater:	\$266.76	per ERC x	53.00	ERCs =	\$14,138.28
			Franchise Fee		\$0.00
			TOTAL		\$24,212.52

Upon receipt of the MAP, Utility agrees to reserve 53.00 ERCs of Potable Water and Wastewater system capacity for Property Owner until **August 31, 2017**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective

POTABLE WATER AND WASTEWATER

unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**113 SW 3rd St., Penthouse
Miami, FL 33130**

;

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:

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POTABLE WATER AND WASTEWATER

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

WITNESSES:

Nancy M May
Signature
NANCY M. MAY
Typed or Printed Name
Anna M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

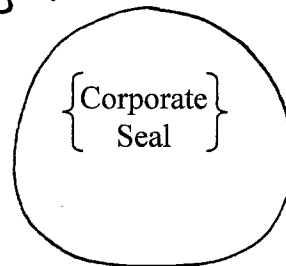
By: Bruce Baurle
County Administrator or Designee

WITNESSES:

James Mahannah
Signature
JAMES MAHANNAH
Typed or Printed Name
Jeffrey T. Schnaps
Signature
JEFFREY T. SCHNAPS
Typed or Printed Name

PROPERTY OWNER:

By: Stefan Hoyer
Signature
STEFAN HOYER
Typed or Printed Name
mgr
Title



NOTARY CERTIFICATE

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of July, 2012
by Stefan Hoyer. He/she is personally known to me or has produced
as identification.

My Commission Expires: 10-23-15



LESLIE A. MCCURTIN
MY COMMISSION # EE 140289
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services

Leslie McCurtin
Signature of Notary
Leslie McCurtin
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number 140289

WATER UTILITIES DEPARTMENT APPROVAL

By: Leslie McCurtin
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THE WEST HALF (1/2) OF THE SOUTH HALF (1/2) OF TRACT 5 OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE SOUTH 50 FEET THEREOF.

PARCEL 2:

THE EAST HALF (1/2) OF TRACT 7 OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE SOUTH 50 FEET THEREOF.

PARCEL 3:

THE WEST HALF (1/2) OF TRACT 7 OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 50 FEET THEREOF, ALSO LESS THAT PORTION CONVEYED IN O.R. BOOK 12004, PAGE 732, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

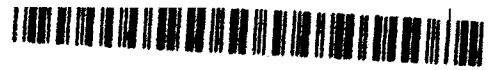
SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND THE EXTENDED NORTHERLY RIGHT-OF-WAY LINE OF NASH TRAIL (AS LAID OUT); THENCE SOUTH 88°06'13" EAST ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.72 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 41°43'04" WEST, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HAVERHILL ROAD (AS LAID OUT); THENCE, NORTH 04°40'06" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 28.74 FEET TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY OF HAVERHILL ROAD, AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 588.71 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 7, SAID CURVE HAVING A RADIUS OF 18,254.93 FEET AND A CENTRAL ANGLE OF 1°50'52", A CHORD BEARING OF NORTH 03°44'40" EAST AND A CHORD DISTANCE OF 588.69 FEET; THENCE SOUTH 87°50'22" EAST, ALONG SAID NORTH LINE OF TRACT 7, A DISTANCE OF 297.23 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (1/2) OF SAID TRACT 7; THENCE, SOUTH 02°06'15" WEST, ALONG THE EAST LINE OF THE WEST HALF (1/2) OF SAID TRACT 7, A DISTANCE OF 641.96 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF NASH TRAIL (AS LAID OUT NOW), BEING A POINT ON SAID LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7; THENCE NORTH 88°06'13" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 290.30 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 11.908 ACRES, MORE OR LESS.

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OK
07/23/2012
⑥



POTABLE WATER AND WASTEWATER

CHARGE #1025 RETURN VIA WILL CALL #133
 ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,
 PBC WATER UTILITIES DEPT,
 8100 FOREST HILL BLVD, WPB, FL 33413

CFN 20120331743
 OR BK 25403 PG 0730
 RECORDED 08/21/2012 10:45:31
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0730 - 740; (11pgs)

SDA # 02-01109-001
 conversion from UCRA dtd
 04/27/2006

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
 (SDA)

THIS AGREEMENT made and entered into this 15th day of AUGUST, 2012
 by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter
 referred to as "Utility", and AL LAKE WORTH LLC, a Florida limited liability company,
 LYONS ROAD LW, LLC, a Florida limited liability company, and JULES M. ROMFH, JR.
 AND ELISABETH ROMFH, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as
 more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred
 to as "Property", whereupon Property Owner has or is about to develop the Property by erecting
 thereon residential or non-residential improvements; and

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

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the
 completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles
 Property Owner to densities which are greater than those allowed under the density provisions of the
 Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise
 be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and
 wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and
 agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as
 follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as
 used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water
 Utilities Department as may be amended from time to time, which is incorporated herein by
 reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to
 collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected
 with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which
 corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family
 residential category of Customer usage. This system capacity equivalency unit is utilized to
 establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees
 plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal
 agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

(a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$190.08	per ERC x	157.80	ERCs =	\$29,994.62
Wastewater:	\$266.76	per ERC x	157.80	ERCs =	\$42,094.73
Less UCRA MAP payment received 4/19/06					(\$53,380.59)
TOTAL					<u>\$18,708.76</u>

Upon receipt of the MAP, Utility agrees to reserve 157.80 ERCs of Potable Water and Wastewater system capacity for Property Owner until **April 30, 2013**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally

POTABLE WATER AND WASTEWATER

execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**C/O 400 Columbia Drive, Suite 400, #110
West Palm Beach, FL 33409;**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:
None
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M. Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

[Signature]
Signature
Jeff Zito
Typed or Printed Name

Cindy May
Signature
Cindy May
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature
Robert A. Bentz - Joseph D. Lelonek
Typed or Printed Name
MANAGING MEMBERS of
Title AL LAKE WORTH, LLC

{ Corporate
Seal }

STATE OF Florida NOTARY CERTIFICATE
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 2012
by Robert A. Bentz - Joseph D. Lelonek He/she is personally known to me or has produced
as identification.

My Commission
Expires:



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. West
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M. Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Lucinda L. May
Signature
Lucinda L. May
Typed or Printed Name

Jeff Zito
Signature
Jeff Zito
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature
SHELDON RUBIN
Typed or Printed Name
MANAGING MEMBER OF
Title LYONS ROAD L.W.U.L.L.E

{Corporate
Seal }

STATE OF Florida NOTARY CERTIFICATE
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 20 12
by SHELDON RUBIN (He/she is personally known to me or has produced
as identification.

My Commission
Expires:



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Delma M. West
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M. Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Cindy May
Signature
Cindy May
Typed or Printed Name

[Signature]
Signature
Jeff Zito
Typed or Printed Name

PROPERTY OWNER:

By: Jules M. Romfh, Jr. and Elisabeth Romfh
Signature
Jules M. Romfh, Jr. + Elisabeth Romfh
Typed or Printed Name

Title

{ Corporate
Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 2012
by Jules M. Romfh, Jr. + Elisabeth Romfh He/she is personally known to me or has produced
ELISABETH ROMFH as identification.

My Commission
Expires:



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Allura M. West
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 400 FEET OF TRACTS 21 AND 22, ALL OF TRACTS 23 AND 24 AND THE NORTH ONE-HALF OF TRACT 25, LESS THE WEST 29 FEET OF TRACT 25, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 260 FEET OF TRACT 21; THE SOUTH 260 FEET OF THE EAST ONE-HALF OF TRACT 22; THE NORTH 140 FEET OF THE EAST ONE-HALF OF TRACT 27 AND THE NORTH 140 FEET OF TRACT 28, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND ALSO

ALL OF THE WEST ONE-HALF OF TRACT 22, LESS THE NORTH 400 FEET THEREOF, IN BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

THE SOUTH 520 FEET OF THE EAST ONE-HALF (E1/2) OF TRACT 27 AND THE SOUTH 520 FEET OF TRACT 28, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS:

THE WEST 125.65 FEET OF THE SOUTH 520 FEET OF THE EAST ONE-HALF (E1/2) OF TRACT 27, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,537,269 SQUARE FEET/58.2477 ACRES, MORE OR LESS.

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

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OK
08/08/12 G

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

Wells Fargo Bank, a(n) National Association, existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Jules M. Romfh Jr. and Elisabeth Romfh, a(n) married couple, dated April 20, 2006, filed May 5, 2006, and recorded in Official Record Book 20299, Page, 769, as modified by Mortgage Modification Agreement dated n/a; filed n/a and recorded in Official Record Book n/a, Page n/a, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **AL LAKE WORTH LLC, a Florida limited liability company, LYONS ROAD LW, LLC, a Florida limited liability company, and JULES M. ROMFH, JR. AND ELISABETH ROMFH**, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Wells Fargo Bank, as mortgagee aforesaid, consents to the recording by _____ or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 8th day of August, 2012.

WITNESSES:

[Signature]
Signature
Jules M. Romfh Jr.

Typed or Printed Name
Adam Stasinski

Signature
Adam Stasinski
Typed or Printed Name

Wells Fargo Bank
a(n) National Association
authorized to do business in the State of Florida.

By: Private Banker
Title

Alex Lamas
Typed or Printed Name

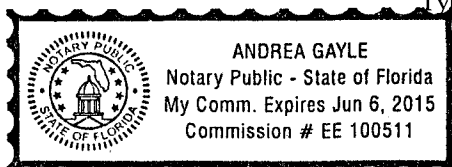
NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th day of August, 2012 by Jules Romfh. He/she is personally known to me or has produced FDL as identification.

My Commission Expires: June 6, 2015
EE100511
Serial Number

[Signature]
Signature of Notary
Andrea Gayle
Typed, Printed, or Stamped Name





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

CFN 20120331742
OR BK 25403 PG 0719
RECORDED 08/21/2012 10:45:31
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0719 - 729; (11pgs)

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 15th day of AUGUST, 20 12, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and AL LAKE WORTH LLC, a Florida limited liability company, LYONS ROAD LW, LLC, a Florida limited liability company, and JULES M. ROMFH, JR. AND ELISABETH ROMFH, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

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

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

SDA # 02-01133-000

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

(a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$190.08	per ERC x	81.10	ERCs =	\$15,415.49
Wastewater:	\$266.76	per ERC x	81.10	ERCs =	\$21,634.24
TOTAL					<u>\$37,049.73</u>

Upon receipt of the MAP, Utility agrees to reserve 81.10 ERCs of Potable Water and Wastewater system capacity for Property Owner until **August 31, 2017**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective

POTABLE WATER AND WASTEWATER

unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

**C/O 400 Columbia Drive, Suite 400, #110
West Palm Beach, FL 33409;**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions:
None
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name
Anna M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Cindy May
Signature
Cindy May
Typed or Printed Name
[Signature]
Signature
Jeff Zito
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature
Robert A. Bentz - Joseph D. Lelonek
Typed or Printed Name
Managing Members of
Title ALL Lake Worth, LLC

Corporate Seal

NOTARY CERTIFICATE
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 2012 by Robert A. Bentz - Joseph D. Lelonek He/she is personally known to me or has produced _____ as identification.

My Commission Expires:



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Lucinda L. May
Signature
Lucinda L. May
Typed or Printed Name

Jeff Zito
Signature
Jeff Zito
Typed or Printed Name

PROPERTY OWNER:

[Signature]
Signature
Sheldon Rubin
Typed or Printed Name
Managing Member of
Title Lyons Road LW, LLC

{ Corporate
Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 2012
by SHELDON RUBIN (He/she is personally known to me or has produced
as identification.

My Commission
Expires: _____



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. Vest
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M. Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Cindy May
Signature
Cindy May
Typed or Printed Name

Jeff Zito
Signature
Jeff Zito
Typed or Printed Name

PROPERTY OWNER:

By: Jules M. Romfh, Jr. and Elisabeth Romfh
Signature
Jules M. Romfh, Jr. + Elisabeth Romfh
Typed or Printed Name

Title

{ Corporate
Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of August, 2012
by Jules M. Romfh, Jr. + Elisabeth Romfh (He/she is personally known to me or has produced
as identification.

My Commission
Expires: _____



[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Delramo Vest
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 400 FEET OF TRACTS 21 AND 22, ALL OF TRACTS 23 AND 24 AND THE NORTH ONE-HALF OF TRACT 25, LESS THE WEST 29 FEET OF TRACT 25, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 260 FEET OF TRACT 21; THE SOUTH 260 FEET OF THE EAST ONE-HALF OF TRACT 22; THE NORTH 140 FEET OF THE EAST ONE-HALF OF TRACT 27 AND THE NORTH 140 FEET OF TRACT 28, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND ALSO

ALL OF THE WEST ONE-HALF OF TRACT 22, LESS THE NORTH 400 FEET THEREOF, IN BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

THE SOUTH 520 FEET OF THE EAST ONE-HALF (E1/2) OF TRACT 27 AND THE SOUTH 520 FEET OF TRACT 28, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS:

THE WEST 125.65 FEET OF THE SOUTH 520 FEET OF THE EAST ONE-HALF (E1/2) OF TRACT 27, BLOCK 28, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,537,269 SQUARE FEET/58.2477 ACRES, MORE OR LESS.

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

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OK
08/08/12
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CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

Wells Fargo Bank, a(n) National Association existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Jules M. Romfh, Jr. and Elisabeth Romfh, a(n) married couple, dated April 20, 2006, filed May 5, 2006, and recorded in Official Record Book 20299, Page, 769, as modified by Mortgage Modification Agreement dated N/A; filed N/A and recorded in Official Record Book N/A, Page N/A, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **AL LAKE WORTH LLC**, a Florida limited liability company, **LYONS ROAD LW, LLC**, a Florida limited liability company, and **JULES M. ROMFH, JR. AND ELISABETH ROMFH**, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Wells Fargo Bank, as mortgagee aforesaid, consents to the recording by _____ or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 8th day of August, 2012.

WITNESSES:

Jules M. Romfh Jr.
Signature

Typed or Printed Name

Adam Stasinski
Signature

Typed or Printed Name

Adam Stasinski

Wells Fargo Bank
a(n) National Association
authorized to do business in the State of Florida.

By: Private Banker
Title

Alex Lomasi
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th day of August, 2012, by Jules Romfh. He/she is personally known to me or has produced FLDL as identification.

My Commission Expires: June 6, 2015

EE100511
Serial Number

Andrea Gayle
Signature of Notary
Andrea Gayle
Typed, Printed, or Stamped Name

