

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

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Meeting Date: **December 4, 2012** Consent  Regular   
Public Hearing

Department: **Water Utilities Department**

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A First Amendment to the Standard Potable Water and Wastewater Development Agreement and an Indemnity/Restoration Agreement with KRG/Atlantic Delray Beach, LLC (Property Owner).

**Summary:** The County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement for a property on August 27, 2007. The County and Property Owner also entered into a Reclaimed Water Development Agreement on September 11, 2007, as this property is located in the "Mandatory Reclaimed Water Service Area". Reclaimed water service is not presently available to the site, but is anticipated to be available within one (1) year. The Property Owner has built its irrigation system to use reclaimed water in accordance with the Reclaimed Agreement. This Amendment permits the use of potable water for irrigation on the property until such time as reclaimed water is available. The Property Owner will connect to reclaimed water for landscape irrigation within 30 days of notification that reclaimed water is available. The Property Owner will obtain necessary approvals to use potable water for irrigation as the unavailability of reclaimed water to the subject property is caused by circumstances outside the control of the Property Owner. The Water Utilities Department recommends the temporary provision of potable water for irrigation at the temporary wholesale rate, which is currently \$1.40 per 1,000 gallons and deference of Impact Fees until reclaimed water is made available to the customer.

Additionally, the County is requiring the Property Owner and its successors to memorialize certain obligations related to maintenance and/or replacement and hold the County harmless from and against any and all damages related to maintenance of the Utility facilities. District 5 (MJ)

**Background and Justification:** The Property Owner is developing the Delray Marketplace commercial site at the corner of Atlantic Avenue and Lyons Road. The First Amendment along with the Indemnity/Restoration Agreement will assist in the timely completion of the project. The County will provide potable water for irrigation purposes at the temporary wholesale rate until December 31, 2013, or until such time that Reclaimed Water is available, whichever occurs first.

**Attachments:**

1. Two (2) Original First Amendment to the Standard Potable Water & Wastewater Development Agreement
2. One (1) Original Indemnity/Restoration Agreement

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Recommended By:  11/8/12  
Department Director Date

Approved By:  11/29/12  
Assistant County Administrator 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 (see part B)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.:** Fund 4001 Dept. 720 Unit 4200 Rev Source 4370

Is Item Included in Current Budget? Yes  No

Reporting Category N/A

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

This item defers impact fees until Reclaimed Water is made available to the customer.

**C. Department Fiscal Review:** Debra M. West

**III. REVIEW COMMENTS**

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

[Signature] 11/13/2012  
OFMB

[Signature] 11/20/12  
Contract Development and Control  
11-20-12 B/W/whd

**B. Legal Sufficiency:**

[Signature] 11/29/12  
Assistant County Attorney

**C. Other Department Review:**

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

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

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

**THIS FIRST AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility," and **KRG/ATLANTIC DELRAY BEACH LLC**, hereinafter referred to as "Property Owner."

**WITNESSETH**

**WHEREAS**, Utility and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement ("Agreement") on August 27, 2007 (SDA # 03-01024-001), as recorded in Official Records Book 22109/Page 795 of the Official Records of Palm Beach County; and

**WHEREAS**, Utility and Property Owner wish to amend the Agreement in order to allow for the temporary provision of Potable Water to the Property for irrigation purposes and associated terms and conditions.

**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 and are incorporated herein by specific reference.
2. Section 15, "Additional Conditions" is hereby amended to read:
  - A. Property Owner and Utility previously entered into a Reclaimed Water Development Agreement (DA # 03-90007/County Resolution No. R2007-1528)(the "Reclaimed Agreement"). In accordance with the Reclaimed Agreement, Property Owner has installed facilities to utilize Reclaimed Water (as that term is defined in UPAP) for irrigation purposes on the Property. Property Owner is now in need of Reclaimed Water to provide for irrigation on the Property. However, due to the inability to complete an offsite pipeline, for reasons outside the control of the Utility and the Property Owner, Reclaimed Water is currently unavailable to the Property. The Utility hereby consents to the temporary use of Potable Water for irrigation purposes on the Property until Reclaimed Water is available to the Property, or December 31, 2013, whichever occurs first. There shall be no Service Initiation Fees (as that term is defined in UPAP) for the connection of

the Property's irrigation system to the Utility's Potable Water System. A separate meter shall be utilized for the Potable Water irrigation connection, and Property Owner shall pay the Utility's temporary wholesale rate for Potable Water (\$1.40/thousand gallons) for irrigation Potable Water.

B. If Reclaimed Water is still unavailable to the Property following December 31, 2013, Property Owner shall be required to pay all applicable Potable Water Service Initiation Fees for the Potable Water irrigation connection. Said Potable Water Service Initiation Fees shall be applied as a credit for any Reclaimed Water Service Initiation Fees due at the time of a later connection to the Utility's Reclaimed Water system. In addition, following December 31, 2013, the temporary wholesale rate for Potable Water shall no longer apply, and the Utility's standard non-residential Potable Water Commodity Fee shall apply to the irrigation Potable Water. At the time that Property Owner connects its irrigation system to the Utility's Reclaimed Water system, Property Owner shall disconnect the irrigation system from the Utility's Potable Water system, with all costs of said disconnection to be borne by the Property Owner.

C. Property Owner acknowledges and agrees that Utility has no direct control over the completion of the offsite pipeline, and, for itself and its successors, heirs, and assigns, hereby indemnifies, releases, and holds the Utility harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, related to the continued unavailability of Reclaimed Water to the Property.

3. All other provisions of the Agreement, dated August 27, 2007, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

4. 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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this First Amendment to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this First Amendment.

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

[SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS

By: Beryl Beardslee  
Department Director

WITNESSES:

Adam Galicki  
ADAM GALICKI  
Type or Print Name

Craig Williams  
Craig Williams  
Type or Print Name

PROPERTY OWNER:

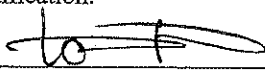
By: [Signature]  
Signature  
Project Manager  
Title  
Eric Strickland  
Typed or Printed Name

[ Corporate  
Seal ]

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY PALM BEACH

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2012 by Leslie Eric Strickland, of KRG/Atlantic Delray Beach LLC a corporation, on behalf of the corporation. He/she is personally known to me or has produced US PASSPORT ID as identification.



Signature of Notary



Typed, Printed, or Stamped Name

Notary Public

Serial Number

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

## INDEMNITY/RESTORATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between KRG/ATLANTIC DELRAY BEACH, LLC, a Florida limited liability company (hereinafter referred to as "Property Owner") whose address is c/o Kite Realty Group, Attn: Vice President of Property Operations, 30 South Meridian, Suite 1100, Indianapolis, Indiana 46204, 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, Property Owner holds title to that certain parcel of real property ("Property") more particularly described in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, Property Owner is in the process of developing the Property, and has entered into a Standard Development Agreements with the County regarding the provision of potable water and wastewater service to the Property (recorded at ORB 22109 Page 795 of the Official Records of Palm Beach County) and reclaimed water service to the Property (recorded at ORB 22131 Page 395 of the Official Records of Palm Beach County), including the installation of potable water, wastewater, and reclaimed water pipelines and appurtenant facilities (hereinafter collectively referred to as the "Facilities") on the Property; and

WHEREAS, the previously-approved design plans for the Property included the use of asphalt pavement for certain areas of the Property (the "Hardscaped Areas") and had a portion of the Facilities being installed under the Hardscaped Areas (a depiction of the Hardscaped Areas is attached hereto as Exhibit "B"); and

WHEREAS, the Facilities have been installed in accordance with the previously-approved design plans, however, Property Owner now wishes to utilize concrete material instead of asphalt pavement for the Hardscaped Areas; and

WHEREAS, pursuant to the Standard Development Agreements, following completion of the installation of the Facilities, Property Owner will be required to convey ownership of the Facilities and utility easements containing the Facilities (the "Easements") to the County to permit the County to access the Facilities and to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect the Facilities (the "Work"); and

WHEREAS, the installation of the Facilities under concrete material will hinder the access of the County to the Facilities and will materially affect the time, cost, equipment and expertise required to perform the Work; and

WHEREAS, as a condition of approving the use of concrete material for the Hardscaped Areas, the County is requiring Property Owner, for itself and its successors, heirs, and assigns, to enter into this Agreement in order to memorialize certain obligations related to the Work, and to indemnify, release, and hold the County harmless from and against any and all damages related to the Work.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The parties agree and understand that the continued effectiveness of this Agreement is a prerequisite to the County's approval of the location of the Facilities, and that the foregoing approval shall be revoked should this Agreement, for any reason, become ineffective during the period of time that the Facilities are operating. Any obligations of the Property Owner under this Agreement shall inure to the Property

Owner's successors, heirs, or assigns, regardless of whether said successors, heirs, or assigns are specifically identified herein.

3. If, at any time, it is necessary for County to access the Facilities located under the Hardscaped Areas to perform Work, County will promptly notify the Property Owner of the necessity for the removal of certain sections of the concrete material. Notification shall be made to **Eric Strickland, P.E., Sr Project Manager @ (317) 578-5165 or estrickland@kiterealty.com.** Following receipt of notification, Property Owner shall either: (a) remove, at Property Owner's sole cost, the sections of concrete necessary for the County to access the Facilities; or (b) notify the County that the County should have the concrete removed in order to access the Facilities. Said notification to the County shall be made to the **Water Utilities Department representative that initiated the access request.** Should Property Owner select to have the County remove the concrete, Property Owner shall be responsible for all costs involved in said removal. County shall provide Property Owner with an invoice for said costs, and the failure of Property Owner to reimburse County for said costs shall be a breach of this Agreement and grounds for termination of this Agreement and revocation of the County's approval of the location of the Facilities if such failure continues for thirty (30) days after written notice of such breach is delivered to Property Owner. The notice provisions of this paragraph shall be waived should the County be required to immediately perform any Work in order to avoid a detriment to public health, safety, and welfare. In such case, County may immediately remove the sections of concrete necessary to access the Facilities, and Property Owner shall be responsible for reimbursing to County the costs of said removal in accordance with this paragraph.
4. In lieu of the process set forth in Paragraph 3 above, following notice of the County's necessity to access the Facilities, Property Owner may request that it perform the Work with its own forces. County, in its sole discretion, may accept or reject such a request. Any Work performed by Property Owner shall be performed by individuals/companies which possess all required licenses/certifications to perform the Work. All Work shall be done in accordance with all applicable laws, statutes, ordinances, and regulations including, but not limited to, the Palm Beach County Water Utilities Department's Minimum Design and Construction Standards.
5. Following the County's performance of any Work, County's restoration obligation shall be solely to fill in the repair area up to grade. County shall have no obligation to repair, replace, or otherwise restore the concrete material to its condition prior to the performance of the Work.
6. As further consideration of the County's consent to the location of the Facilities within the Hardscaped Areas, unless caused by the negligence or willful misconduct of the County, its employees, agents or contractors, Property Owner, its successors, heirs and assigns, hereby agrees to indemnify, release, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, caused by the Work, including, but not limited to, any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, related to the following:
  - (a) the interruption of potable water, wastewater, or reclaimed water service to any customer of the County, including the Property Owner and their tenants, due to the malfunction of the Facilities, delay in County's access to the Facilities, and/or the performance of the Work;
  - (b) Any claims of business loss due to the malfunction of the Facilities, delay in County's access to the Facilities, and/or the performance of the Work;
  - (c) the interruption or limitation of vehicular or pedestrian access across the Property due to the malfunction of the Facilities, delay in County's access to the Facilities, and/or the performance of the Work; and
  - (d) Any damage to the Hardscaped Areas due to the malfunction of the Facilities, delay in County's access to the Facilities, and/or the performance of the Work.
  - (e) Any Work performed by Property Owner's own forces.



7. This Agreement shall be binding upon the Property Owner and its successors, heirs, and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida. This Agreement shall remain effective for as long as the Facilities are located on the Property.
8. 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 Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness Signature

L. Eric Strickland  
Print Name

[Signature]  
Witness Signature

Jennifer Sheema  
Print Name

**OWNER:**

**KRG/ATLANTIC DELRAY BEACH, LLC**, a  
Florida limited liability company

By: [Signature]

Printed: Thomas K. McGowan

Title: President & COO

(SEAL)

**NOTARY CERTIFICATE**

STATE OF ~~FLORIDA~~ Indiana  
COUNTY OF ~~PALM BEACH~~ Marion

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Sept., 2012 by Thomas K. McGowan, as the President & COO of **KRG/ATLANTIC DELRAY BEACH, LLC**, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires: 9/11/2012



Sarah E. Kuester  
#553566  
Hamilton County  
My Commission Expires on:  
September 11, 2014

[Signature]  
Notary Signature

Sarah E Kuester  
Typed, Printed or Stamped Name of Notary

**ATTEST:**

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

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

By: [Signature]  
Director of Water Utilities

**EXHIBIT A**

**Legal Description of "Property"**

**All land that is part of the Delray Marketplace Plat recorded in Palm Beach county Recorder's Office, Place Book 115, Pages 19-26, recorded on February 16, 2012.**

Legal Description:

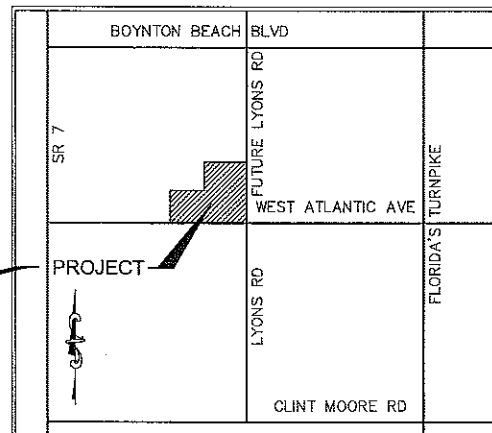
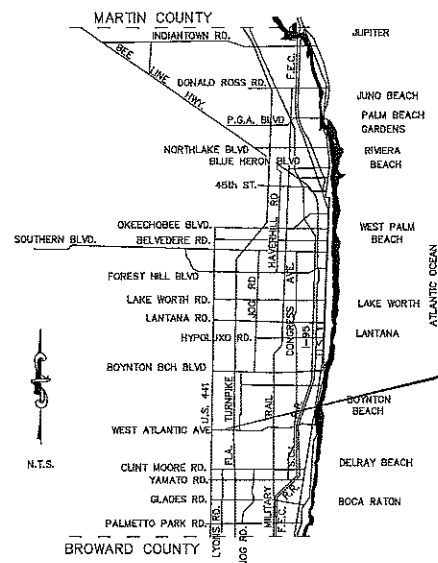
All land that is part of the Delray Marketplace Plat recorded in Palm Beach County Recorder's Office,  
Plat Book 115, Pages 19-26, recorded on February 16, 2012.

**EXHIBIT B**

**Depiction of Hardscaped Area**

# DELRAY MARKETPLACE

## WATER AND SEWER PLAN



**LOCATION MAP**

NO SCALE  
PROJECT LOCATED IN SECTION 18,  
TOWNSHIP 46 SOUTH, RANGE 42 EAST

### SHEET INDEX

WS-1	COVER SHEET
WS-2	OVERALL WATER AND SEWER PLAN
WS-3	WATER AND SEWER PLAN
WS-4	WATER AND SEWER PLAN
WS-5	WATER AND SEWER PLAN
WS-6	WATER AND SEWER PLAN
WS-7	WATER AND SEWER PLAN
WS-8	WATER AND SEWER PLAN
WS-9	WATER AND SEWER PLAN
WS-10	WATER AND SEWER PLAN
WS-11	WATER AND SEWER PLAN
WS-12	WATER AND SEWER PLAN
WS-13	SEWER PROFILES
WS-14	SEWER PROFILES
WS-15	WATER AND SEWER DETAILS
WS-16	WATER AND SEWER DETAILS
WS-17	WATER AND SEWER DETAILS
WS-18	WATER AND SEWER DETAILS
WS-19	WATER AND SEWER DETAILS
WS-20	WATER AND SEWER DETAILS
WS-21	WATER AND SEWER DETAILS
WS-22	WATER AND SEWER DETAILS
WS-23	WATER AND SEWER DETAILS

VERTICAL DATUM: NATIONAL GEODETIC  
VERTICAL DATUM OF 1929 (NGVD29)

HORIZONTAL DATUM: NORTH AMERICAN  
DATUM OF 1983, FLORIDA STATE  
PLANES, EAST ZONE, U.S. FEET (NAD83)

**IT'S THE LAW!**  
CALL 48 HOURS BEFORE YOU DIG  
**1-800-432-4770**  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.  
UTILITY NOTIFICATION CENTER

PREPARED BY:

**WGI** 2036 Viata Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.687.2293  
Fax No. 561.687.1110  
Wantman Group, Inc. Cert No. 8091 - LB No. 7055

PREPARED FOR:

KITE REALTY GROUP  
30 S. MERIDIAN STREET, SUITE 1100  
INDIANAPOLIS, IN 46204  
(317) 578-5165

**CONSTRUCTION  
DOCUMENTS**

WUD# 11-541

ENGINEER OF RECORD  
DAVID K. MORST, PE  
PE# 31081  
January 20, 2012

DELRAY  
MARKETPLACE  
WGI NO.: 11111111.00

PROJECT:	MARKETPLACE	DATE: 1/20/2012	SCALE: 1" = 30'
DESIGNER:	DELRAY	CHECKED: DMB	DATE: 1/20/2012
PROJECT NO.:	1111111111	DESIGNED: RLR	DATE: 1/20/2012
DATE OF RECORD:	00	DRAWN: RLR	DATE: 1/20/2012
PROJECT NO.:	1111111111	PROJECT NO.:	1111111111
PROJECT NO.:	1111111111	PROJECT NO.:	1111111111
PROJECT NO.:	1111111111	PROJECT NO.:	1111111111
PROJECT NO.:	1111111111	PROJECT NO.:	1111111111
PROJECT NO.:	1111111111	PROJECT NO.:	1111111111

WGI  
Wentman Group, Inc.  
2028 West Parkway, Suite 101  
P.O. Box 418, Delray Beach, FL 33484  
Tel: 561.481.8250  
Fax: 561.481.8110  
Cort: 561.891.1200

CONSTRUCTION DOCUMENTS  
SEWER PLAN AND OVERALL WATER AND SEWER PLAN

REVISIONS  
NO. DATE DESCRIPTION  
1 01/20/12 RLR

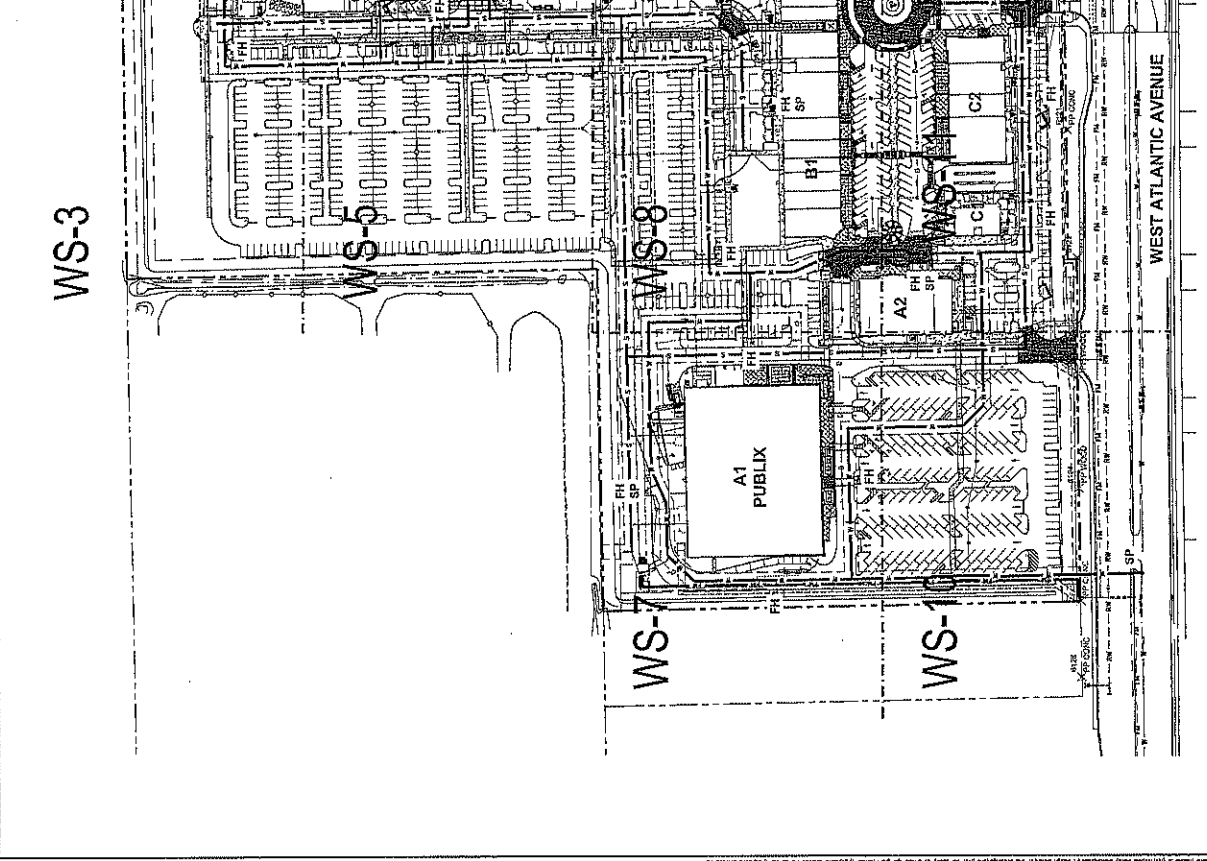
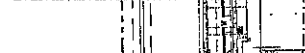
**ABBREVIATIONS LIST**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
BDF	BOTTOM OF PIPE	PROCK	QUAIL BEACH COUNTY
CC	CATCH BASIN	UR	UTILITY EXHIBIT
CC1	CATCH BASIN	PROCK	PROPOSED
CCA	CHECK ASSEMBLY	PKC	POLY VINYL CHLORIDE
DIP	DUCTILE IRON PIPE	RED	REINFORCER
DL	DROP MANHOLE	R/W	RIGHT OF WAY
EL	ELEVATION	RPZ	REINFORCED PRESSURE ZONE
EX	EXISTING	SS	SANITARY SEWER
FDC	FIRE DEPARTMENT CONNECTION	SP	SAMPLE POINT
FI	FINISH	TOP	TOP OF PIPE
FR	FIRE HYDRANT	UP	UTILITY EASEMENT
GR	GROUND	WA	WATER MAIN
IR	IRON	RE	RESTRAINED JOINT
MH	MANHOLE		
RJ	RESTRAINED JOINT		

**RECORD DRAIVING NOTES:**  
1. THIS PLAN IS TO BE PREPARED IN STATE PLANE COORDINATE SYSTEM.  
2. UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION. ALL DIMENSIONS ARE TO BE SHOWN AND CHECKED FOR UTILITY FACILITIES INCLUDING EXISTING UTILITIES.

**LEGEND**

SYMBOL	DESCRIPTION
MAHOLE NUMBER	MAHOLE NUMBER
RIM ELEVATION	RIM ELEVATION
INVERT ELEV AND DIRECTION	INVERT ELEV AND DIRECTION
CATCH BASIN	CATCH BASIN
MANHOLE	MANHOLE
EX URNAGE PIPE	EX URNAGE PIPE
EX FORCEMAIN	EX FORCEMAIN
EX POTABLE WATER	EX POTABLE WATER
EX RECLAIMED WATER	EX RECLAIMED WATER
DRAINAGE PIPE	DRAINAGE PIPE
FORCEMAIN	FORCEMAIN
POTABLE WATER LINE	POTABLE WATER LINE
SANITARY SEWER LINE	SANITARY SEWER LINE
PROPOSED SINGLE AND DOUBLE SS SERVICE W/ CO	PROPOSED SINGLE AND DOUBLE SS SERVICE W/ CO
FIRE HYDRANT GATE VALVE TEE	FIRE HYDRANT GATE VALVE TEE
VALVE	VALVE
FR SINGLE & DOUBLE WATER SERVICE WITH METER	FR SINGLE & DOUBLE WATER SERVICE WITH METER
RPZ	RPZ
SP	SP
DIP SECTION	DIP SECTION
CCA/CA	CCA/CA
FDC	FDC
TRANSOMER	TRANSOMER
PROPERTY LINE	PROPERTY LINE



WS-3      WS-4

WS-5      WS-6

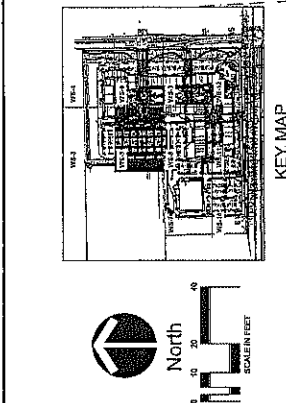
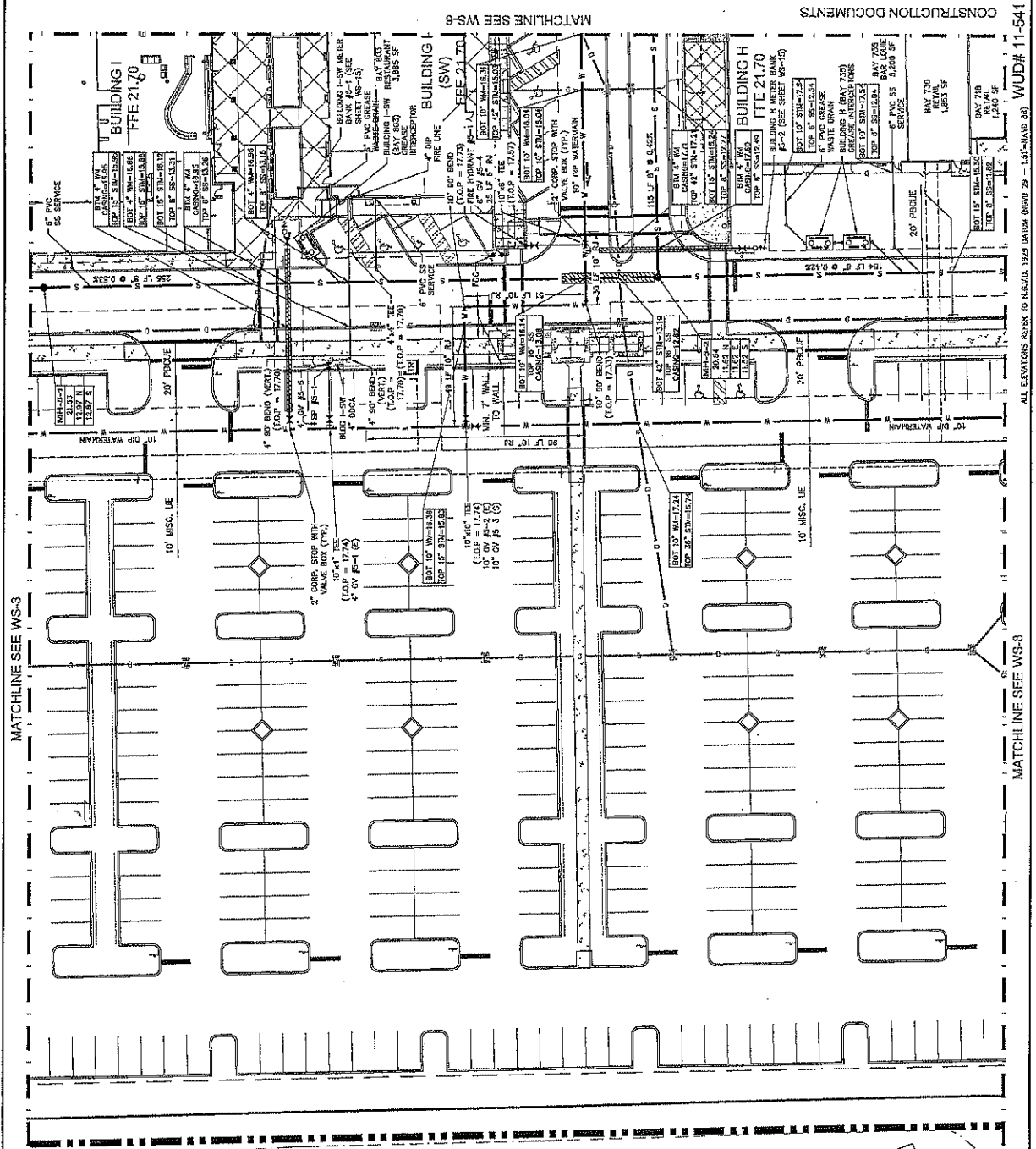
WS-7      WS-8

WS-9      WS-10

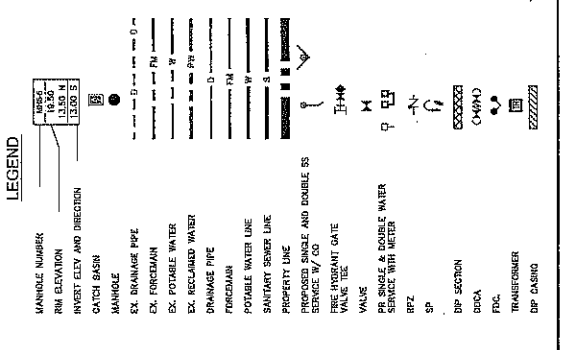


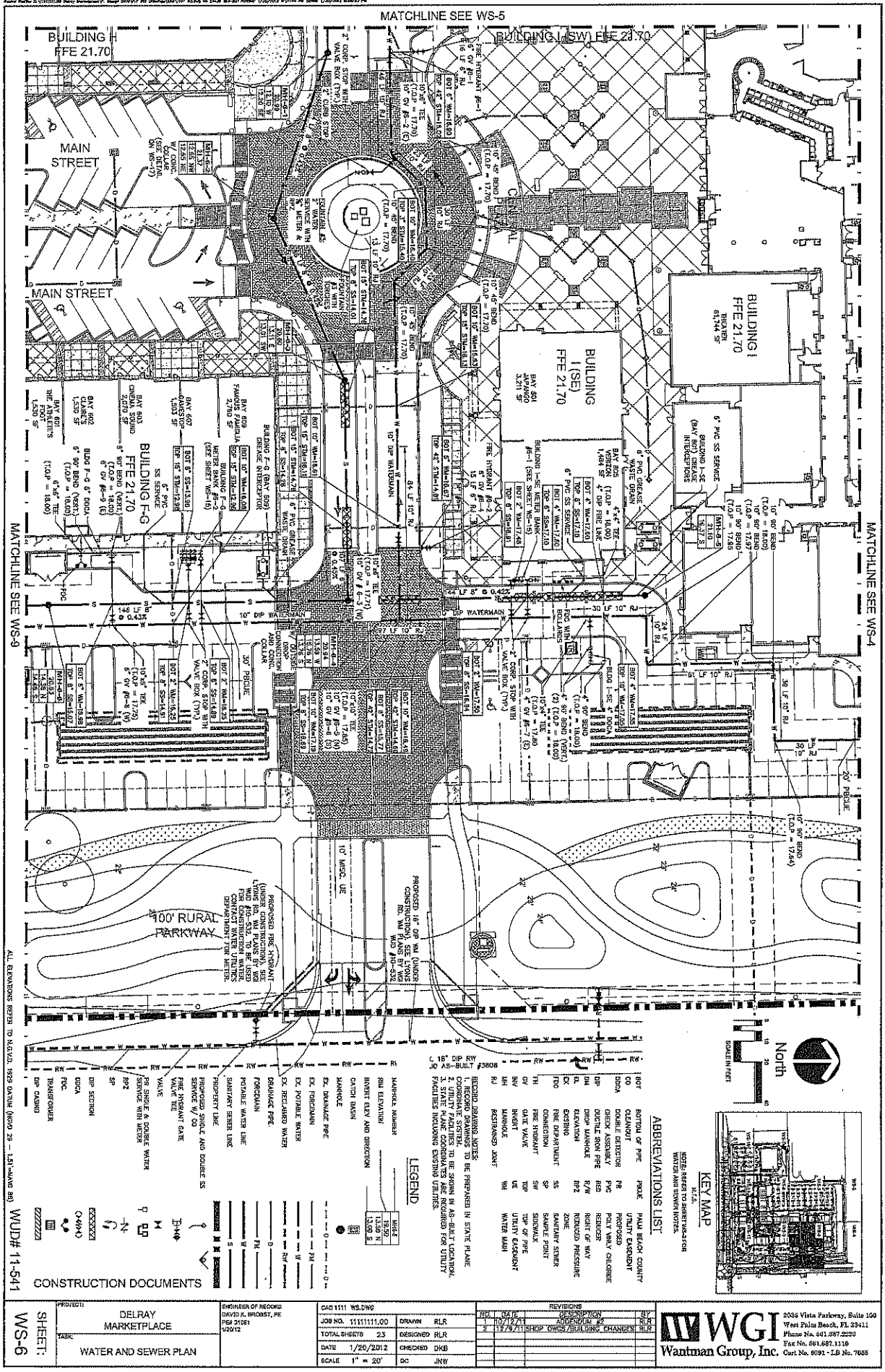






- ABBREVIATIONS LIST**
- BOF BOTTOM OF PIPE
  - CO CLEANOUT
  - COCA CHECK ASSEMBLY
  - DIP DIP MANHOLE
  - EL ELEVATION
  - FC CONNECTION
  - FC FIRE DEPARTMENT
  - FH FIRE HYDRANT
  - GV GATE VALVE
  - INV INVERT
  - MR MANHOLE
  - RJ RESTRAINED JOINT
  - RECORD DRAWING NOTES:
  - 1. RECORD DRAWINGS TO BE PREPARED IN STATE PLANE
  - 2. UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION.
  - 3. STATE PLANE COORDINATES ARE REQUIRED FOR UTILITY FACILITIES INCLUDING EXISTING UTILITIES.
- LEGEND**
- MANHOLE NUMBER
  - R/W ELEVATION
  - INVERT ELEV AND DIRECTION
  - CATCH BASIN
  - MANHOLE
  - EX. BRANCH PIPE
  - EX. FORCEMAIN
  - EX. POTABLE WATER
  - EX. RECLAIMED WATER
  - DRAINAGE PIPE
  - FORCEMAIN
  - POTABLE WATER LINE
  - SANITARY SEWER LINE
  - PROPERTY LINE
  - INCREASED SINGLE AND DOUBLE DS SERVICE W/ CO
  - FIRE PRESENT GATE
  - VALVE
  - PR SINGLE & DOUBLE WATER SERVICE WITH METER
  - RFZ
  - SP
  - DIP SECTION
  - DUCA
  - FOC
  - TRANSFORMER
  - DP CASING





**ABBREVIATIONS LIST**

NOTE: REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF ABBREVIATIONS.

PROJ	PROPOSED
EXIST	EXISTING
PLAN	PLUMBING
SEWER	SEWER
WATER	WATER
VENT	VENT
CONC	CONCRETE
ASPH	ASPHALT
GRAVEL	GRAVEL
DIRT	DIRT
CLAY	CLAY
SAND	SAND
ROCK	ROCK
BRICK	BRICK
GLASS	GLASS
METAL	METAL
WOOD	WOOD
PAINT	PAINT
FINISH	FINISH
INSULATION	INSULATION
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
SEWER	SEWER
WATER	WATER
VENT	VENT
CONC	CONCRETE
ASPH	ASPHALT
GRAVEL	GRAVEL
DIRT	DIRT
CLAY	CLAY
SAND	SAND
ROCK	ROCK
BRICK	BRICK
GLASS	GLASS
METAL	METAL
WOOD	WOOD
PAINT	PAINT
FINISH	FINISH
INSULATION	INSULATION
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
SEWER	SEWER
WATER	WATER
VENT	VENT

**LEGEND**

PROPOSED 10" DIA. (UNDER CONSTRUCTION) SEE SHEET WS-3 FOR CONSTRUCTION DETAILS. SEE SHEET WS-3 FOR CONSTRUCTION DETAILS. SEE SHEET WS-3 FOR CONSTRUCTION DETAILS.

PROPOSED 10" DIA. (UNDER CONSTRUCTION) SEE SHEET WS-3 FOR CONSTRUCTION DETAILS. SEE SHEET WS-3 FOR CONSTRUCTION DETAILS. SEE SHEET WS-3 FOR CONSTRUCTION DETAILS.

**KEY MAP**

NOTE: REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF ABBREVIATIONS.

**CONSTRUCTION DOCUMENTS**

PROJECT: DELRAY MARKETPLACE

ENGINEER OF RECORD: DAVID K. BROADBENT, PE

DATE: 1/20/2012

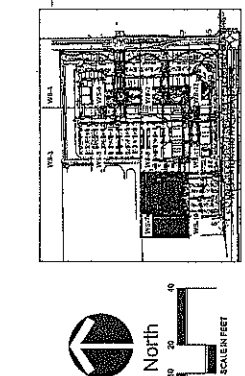
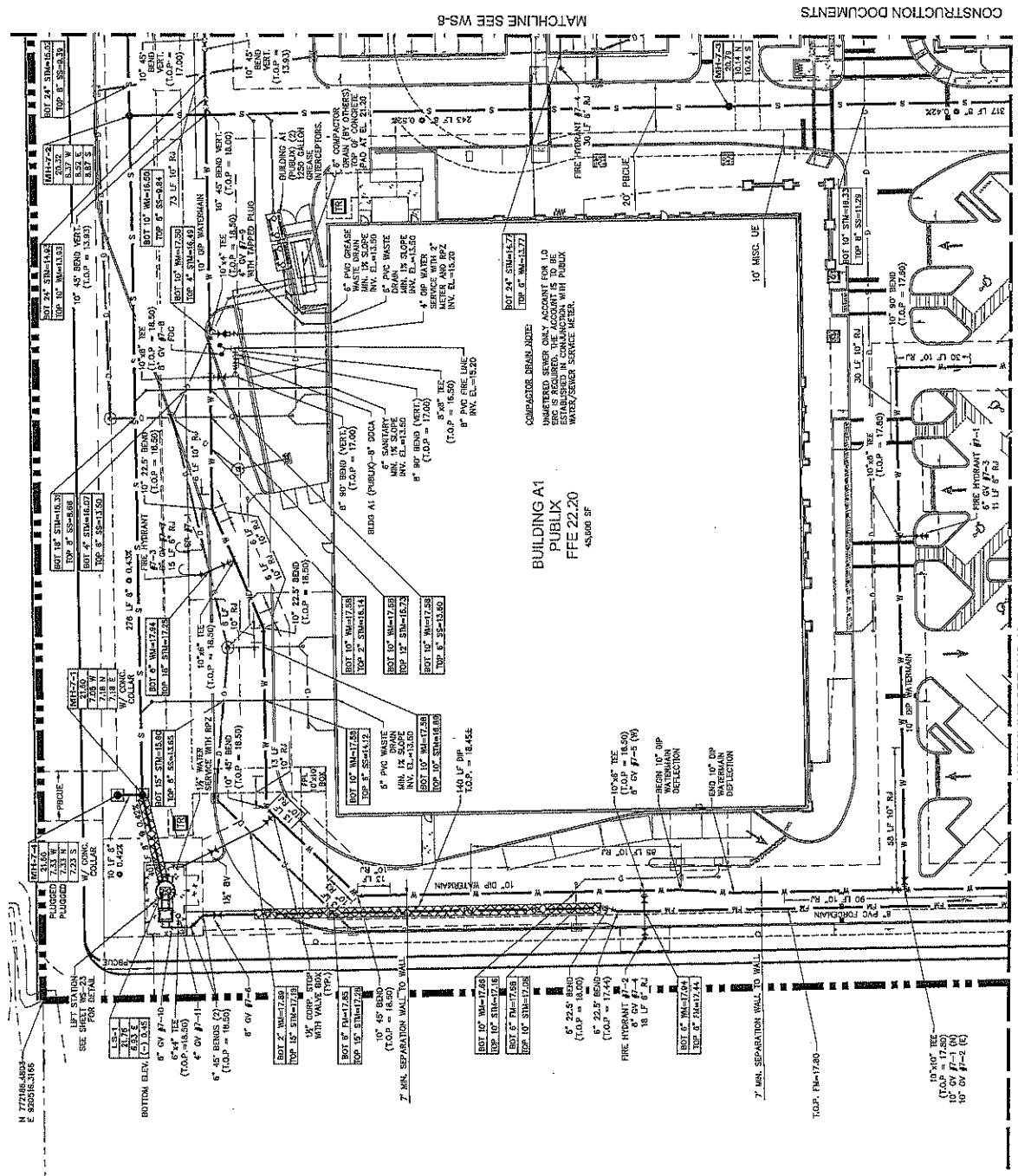
SCALE: 1" = 20'

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/17/11	ISSUED FOR PERMIT
2	1/20/12	SHEEP OWNERS BUILDING CHANGES

**WGI** Wantman Group, Inc.

2058 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.687.5220  
Fax No. 561.687.1110  
Cell No. 889.1.LB No. 7655



**ABBREVIATIONS LIST**

BDT	BOTTOM OF PIPE
CD	CLEANOUT
CCDA	CHUCK ASSEMBLY
DM	DRAIN MANHOLE
EL	ELEVATION
EX	EXISTING
FN	FIRE DEPARTMENT
SP	SAMPLING POINT
UP	UPSTREAM
DN	DOWNSTREAM
IN	INVERT
MR	MANHOLE
RJ	RESTRAINED JOINT
PR	PROPOSED
PA	POLYETHYLENE GLASS REINFORCED
RED	REDUCER
RFZ	REDUCED FRICTION ZONE
SS	SANITARY SEWER
SP	SAMPLE POINT
UP	UPSTREAM
DN	DOWNSTREAM
IN	INVERT
MR	MANHOLE
WA	WATER MAIN
W	WATER
S	SEWER

BEFORE DRAINING INDEXES TO BE PREPARED IN STATE PLANE COORDINATE SYSTEM.  
 2. UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION.  
 3. ALL EXISTING UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION.  
 4. ALL EXISTING UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION.  
 5. ALL EXISTING UTILITY FACILITIES TO BE SHOWN IN AS-BUILT LOCATION.

**LEGEND**

MANHOLE NUMBER	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50
INVERT ELEVATION	19.50

UNREGISTERED SEWER ONLY ACCOUNT FOR 1.0  
 SEE IS BEING RUN TO MANHOLE WITH PUBLIC  
 WATER/SEWER SERVICE METER.

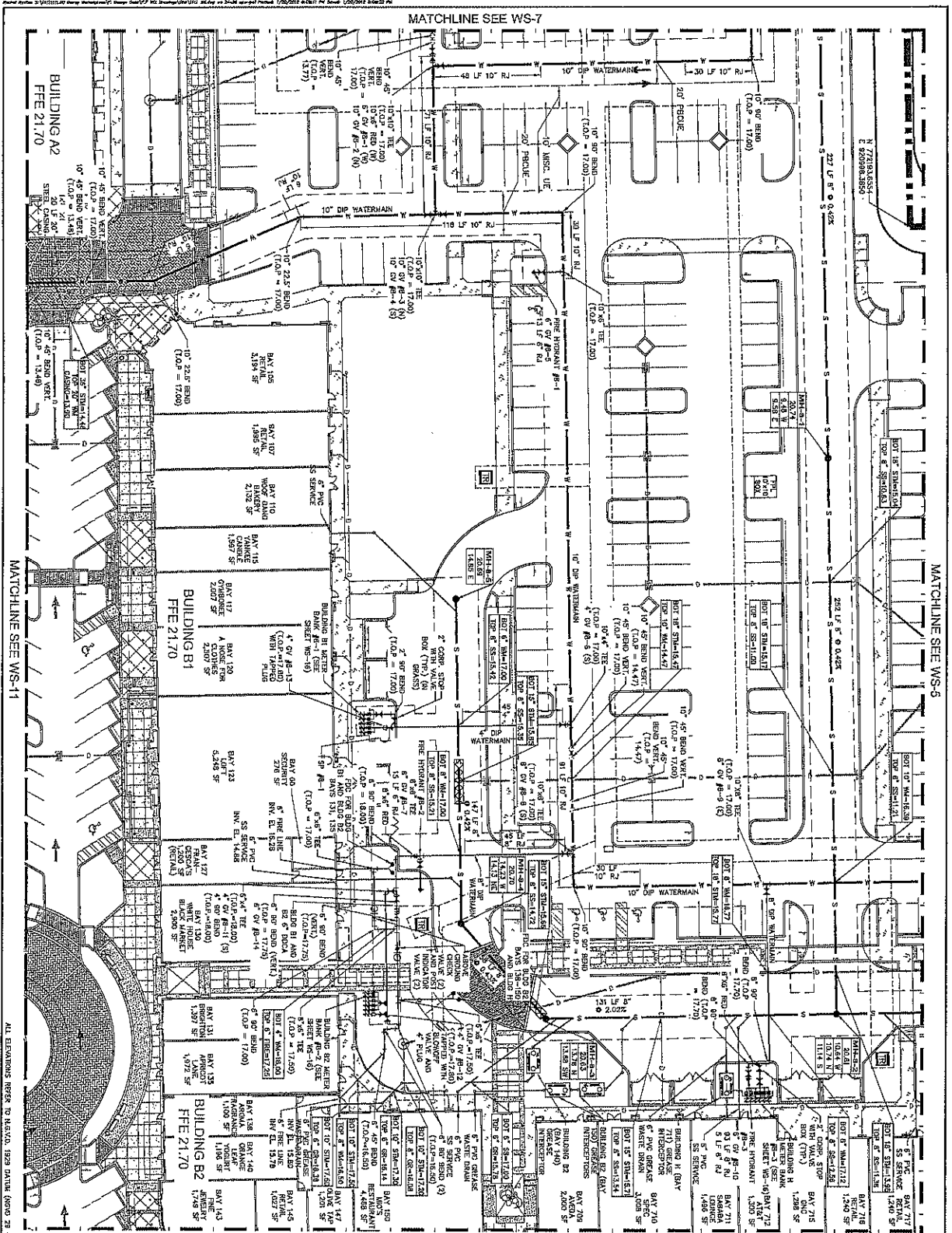
MATCHLINE SEE WS-8  
 BUILDING A1  
 PUBLIC  
 FFE 22.20  
 45,000 SF

MATCHLINE SEE WS-10

CONSTRUCTION DOCUMENTS

ALL ELEVATIONS REFER TO N.A.S.D. 852 DATUM (NOTE 28 - 1.51'-HIGH 88)

WUD# 11-541



MATCHLINE SEE WS-9

Notes: SEE SHEET WS-8 AND WS-9 FOR WATER AND SEWER NOTES AND LEGEND.

**KEY MAP**

North

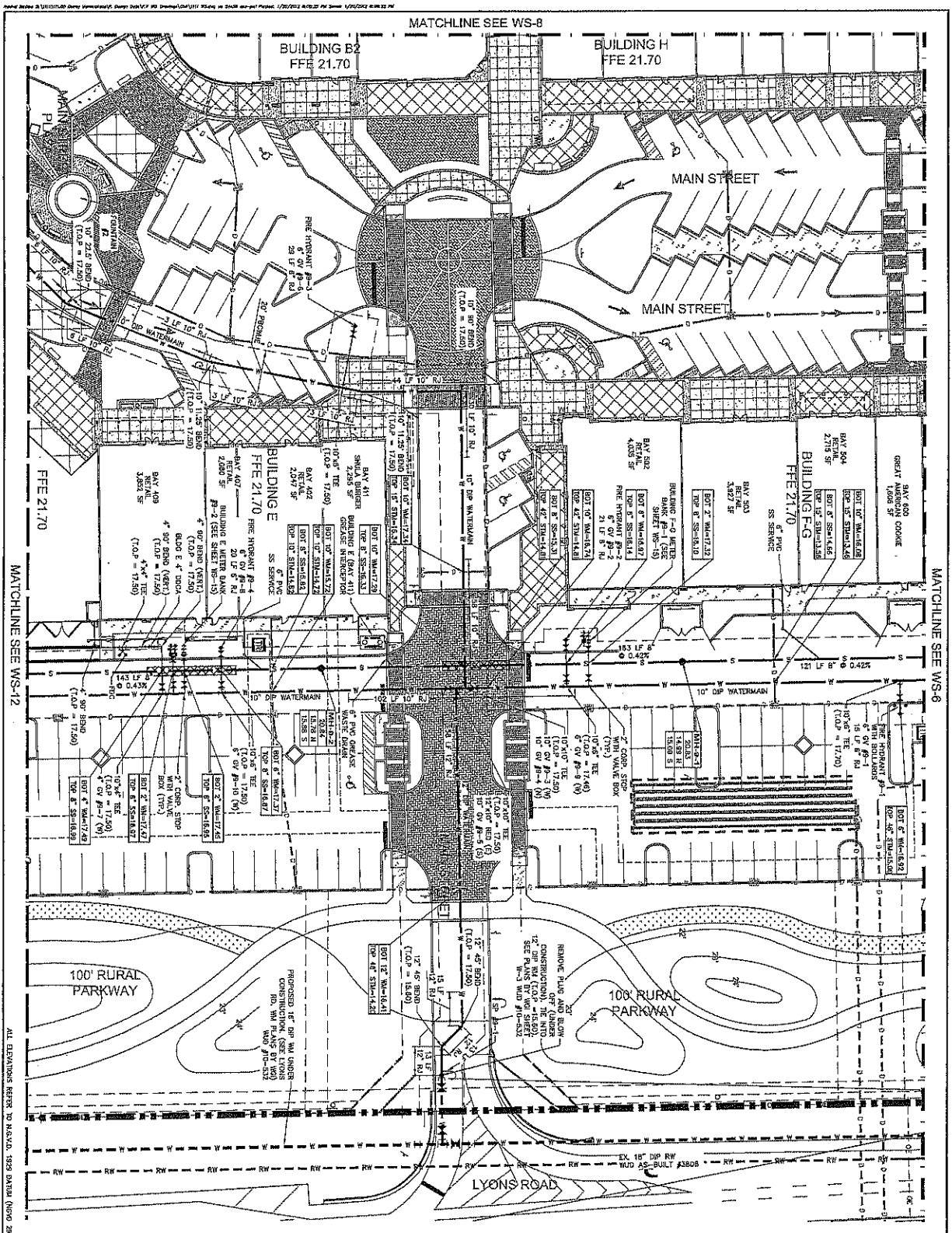
MATCHLINE SEE WS-5

CONSTRUCTION DOCUMENTS

PROJECT:	DELRAY MARKETPLACE	ENGINEER OF RECORD:	DAVID K. BRODST, PE 1/2/12
SHEET:	WS-8	TOTAL SHEETS:	23
		DATE:	1/29/2012
		SCALE:	1" = 20'
		DESIGNED BY:	RLR
		CHECKED BY:	DKB
		DATE:	01/29/12
		SCALE:	1" = 20'

**WGI**  
Wantman Group, Inc.

2036 Vista Parkway, Suite 100  
West Palm Beach, FL 33411  
Phone No. 561.881.8200  
Fax No. 561.881.1110  
Cust No. 6091 - LB No. 7655



KEY MAP

NOTES REFER TO SHEETS WS-2 AND WS-3 FOR ADDITIONAL NOTES AND CONDITIONS.

North

PROJECT: <b>DELRAY MARKETPLACE</b>	ENGINEER OF RECORD: <b>BRAND K. BROBST, P.E.</b>	CAD 1111 WS-02	JOB NO. 11111111.00	DATE 1/20/2012	SCALE 1" = 20'
	DESIGNED BY: <b>WVW/12</b>	CHECKED BY: <b>DJK</b>	TOTAL SHEETS 23	CHECKED DATE: <b>1/20/2012</b>	DATE PLOTTED: <b>1/20/2012</b>
SHEET: <b>WS-9</b>	WATER AND SEWER PLAN	DESIGNED BY: <b>RLR</b>	DATE PLOTTED: <b>1/20/2012</b>	SCALE 1" = 20'	DATE PLOTTED: <b>1/20/2012</b>

**WGI** Wantman Group, Inc.

2006 Vista Parkway, Suite 100  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2255  
 Fax No. 561.687.1110  
 Cost No. 6091 - L3 No. 7006









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/RESTORATION AGREEMENT**

The undersigned mortgagee does hereby consent to this Indemnity/Restoration Agreement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 24866, Page 0459, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity/Restoration 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:

[Signature]  
Witness Signature

Shane Whitson  
Print Name

[Signature]  
Witness Signature

Amanda S. Kyle  
Print Name

**GRANTOR/MORTGAGEE:**

**BANK OF AMERICA, N.A.**, a national  
banking association, as Agent for Lenders

[Signature]  
Signature

Anne Quenette Kruer  
Print Name

Vice President  
Title

(SEAL)

**NOTARY CERTIFICATE**

**STATE OF INDIANA  
COUNTY OF MARION**

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September 2012 by Anne Kruer, as the Vice President of **BANK OF AMERICA, N.A.**, a national banking association, who is personally known to me or who has produced Driver's License as identification.

My Commission  
Expires: 1/28/16

[Signature]  
Notary Signature

Typed, Printed or Stamped Name of Notary  
