



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2014                      | 2015            | 2016            | 2017            | 2018            |
|--|---------------------------|-----------------|-----------------|-----------------|-----------------|
| Capital Expenditures                           | <u>0</u>                  | <u>0</u>        | <u>0</u>        | <u>0</u>        | <u>0</u>        |
| External Revenues                              | <u>(\$59,069. )</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>                       | <b><u>(\$59,069 )</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <b><u>0</u></b>           | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> | <b><u>0</u></b> |

**Budget Account No.:** Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Reporting Category N/A

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

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

**C. Department Fiscal Review:** Delna M. Mast

**III. REVIEW COMMENTS**

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

Susan Nelson 10/2/13  
OFMB BU 9/30 10/1

Jan J. Jacobson 10/4/13  
Contract Development and Control 10-4-13

**B. Legal Sufficiency:**

[Signature] 10/8/13  
Assistant County Attorney

**C. Other Department Review:**

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



POTABLE WATER AND WASTEWATER

CFN 20130346867  
OR BK 26230 PG 0648  
RECORDED 08/05/2013 10:07:38  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0648 - 658; (11pgs)

CHARGE #1023 RETURN VIA WILL CALL #215  
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

SDA #05-01112-000

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 1st day of August, 2013, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and HERNAN LEONOFF, a married man, and MG3 ALF MILITARY, 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 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:

|                       |                           |              |                      |                   |
|-----------------------|---------------------------|--------------|----------------------|-------------------|
| <b>Potable Water:</b> | <b>\$199.32 per ERC x</b> | <b>16.25</b> | <b>ERCs =</b>        | <b>\$3,238.95</b> |
| <b>Wastewater:</b>    | <b>\$279.72 per ERC x</b> | <b>16.25</b> | <b>ERCs =</b>        | <b>\$4,545.45</b> |
|                       |                           |              | <b>Franchise Fee</b> | <b>\$0.00</b>     |
|                       |                           |              | <b>TOTAL</b>         | <b>\$7,784.40</b> |

Upon receipt of the MAP, Utility agrees to reserve 16.25 ERCs of Potable Water and Wastewater system capacity for Property Owner until **July 31, 2018** 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

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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:

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- \$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 its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Property Owner, at its expense, shall also submit either: (a) 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 (said title policy or letter must be issued no earlier than thirty (30) days prior to submittal of the SDA); or (b) a Consent ad Joinder of Mortgage/Lienholder (supplied by the Utility) executed by any mortgagee or lienholder holding an interest in the Property.
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.

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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:

**Hernan Leonoff**  
**21200 Point Place, Unit 1005**  
**Aventura, FL 33180**  
**and**  
**MG3 ALF Military, LLC**  
**1915 Harrison Street,**  
**Hollywood, FL 33020**

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.
17. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Hernan Leonoff and MG3 ALF Military, LLC.



**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:

[Signature]  
Signature  
Pamela Butler  
Typed or Printed Name

[Signature]  
Signature  
MATIAS JARAMILLO  
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]  
Signature  
Hernan Leonoff  
Typed or Printed Name

Title

{ Corporate  
Seal }

**NOTARY CERTIFICATE**

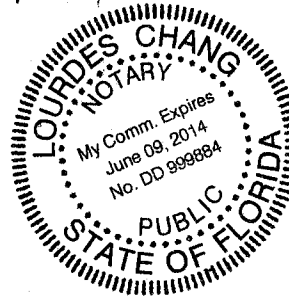
STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11 day of July, 2013  
by Hernan Leonoff. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

My Commission  
Expires: June 09, 2014

[Signature]  
Signature of Notary  
Lourdes Chang  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number DD 99984



**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:**

**PALM BEACH COUNTY**

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

By: [Signature]  
County Administrator or Designee

Anna M Daniels  
Signature  
Anna M Daniels  
Typed or Printed Name

**WITNESSES:**

**PROPERTY OWNER:**

[Signature]  
Signature  
Pamela Butler  
Typed or Printed Name

By: [Signature]  
Signature  
Marcelo Saiegh  
Typed or Printed Name  
Manager, M&S Fund, LLC  
Title

[Signature]  
Signature  
MATIAS JARAMILLO  
Typed or Printed Name

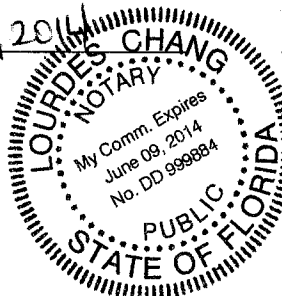
{ Corporate Seal }

**NOTARY CERTIFICATE**

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11 day of July, 2013 by Marcelo Saiegh. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: June 9, 2014



[Signature]  
Signature of Notary  
Lourdes Chang  
Typed, Printed, or Stamped Name of Notary  
Notary Public  
Serial Number DD 999884

**WATER UTILITIES DEPARTMENT APPROVAL**

By: Silvia M. West  
Director of Finance and Administration  
PBC Water Utilities Department <sup>VO</sup> 7/26/17

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

PARCEL 1:

THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THEREFROM THE WEST 50 FEET FOR STATE ROAD 809 RIGHT OF WAY.

PARCEL 2:

THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THEREFROM THE WEST 53 FEET FOR STATE ROAD 809 RIGHT OF WAY.

PARCEL 3:

THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION NO. 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH UNDIVIDED 1/4 INTEREST IN THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 40 FEET OF THE PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST LYING EAST OF EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL (A/K/A S.R. 809).

SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE EAST 20 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 0°11'39" WEST ALONG THE NORTH-SOUTH ONE-QUARTER SECTION LINE, A DISTANCE OF 1372.70 FEET; THENCE NORTH 89°48'21" EAST AS MEASURED AT RIGHT ANGLES TO SAID NORTH-SOUTH ONE-QUARTER SECTION LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY OF MILITARY TRAIL, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT-OF-WAY MAP, ROAD NO. 809, SECTION 9375-113, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°45'50" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 0°11'39" EAST PARALLEL WITH AND 3.00 FEET EAST OF THE

**POTABLE WATER AND WASTEWATER**

EASTERLY RIGHT-OF-WAY LINE OF SAID MILITARY TRAIL, A  
DISTANCE OF 40.00 FEET; THENCE SOUTH 89°45'50" WEST, A  
DISTANCE OF 3.00 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY  
OF SAID MILITARY TRAIL; THENCE NORTH 0°11'39" WEST ALONG THE  
EXISTING EASTERLY RIGHT-OF-WAY OF SAID MILITARY TRAIL A  
DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.ON:

OK  
08/01/13 G

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

REISMAN LAW GROUP, P.A.  
**ATTORNEY AT LAW**  
1915 Harrison Street, 1<sup>st</sup> Floor  
Hollywood, Florida 33020  
(786) 286-1160

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July 25, 2013

Palm Beach County, Florida  
Attn: Water Utilities Department

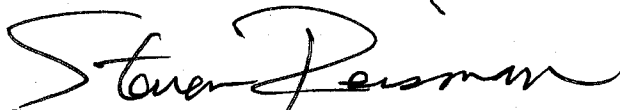
RE: Trails Charter School  
Address References: 4265 Sylvia Lane, Lake Worth, Florida & 6810 S. Military  
Trail, Lake Worth, Florida

Dear Water Utilities Department:

I have reviewed Old Republic National Title Insurance Company Owner's Policy of Title Insurance under Policy # OF6-8068841 and Fidelity National Title Insurance Policy Owner's Policy of Title Insurance under Policy # 2730609-87349564 (the "Policies"). Based exclusively upon my review of the Policies, I am of the opinion that there is no mortgage of record on the subject properties therein referenced.

Should you have any further questions please feel free to contact me.

Sincerely,



Steven M. Reisman, Esq.

Email: [steven@reismanlawgroup.com](mailto:steven@reismanlawgroup.com)



POTABLE WATER AND WASTEWATER

CFN 20130342900  
OR BK 26223 PG 1119  
RECORDED 08/01/2013 11:28:36  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1119 - 1128; (10pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 1st day of August, 20 13 by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and DELRAY BEACH ASSOCIATES I, LLC, 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 #03-01030-000  
Conversion from UCRA dtd  
4/27/12

## 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:

|                       |                 |                  |               |                                  |                       |
|-----------------------|-----------------|------------------|---------------|----------------------------------|-----------------------|
| <b>Potable Water:</b> | <b>\$199.32</b> | <b>per ERC x</b> | <b>712.25</b> | <b>ERCs =</b>                    | <b>\$141,965.67</b>   |
| <b>Wastewater:</b>    | <b>\$279.72</b> | <b>per ERC x</b> | <b>712.25</b> | <b>ERCs =</b>                    | <b>\$199,230.57</b>   |
|                       |                 |                  |               | <b>Total</b>                     | <b>\$341,196.24</b>   |
|                       |                 |                  |               | <b>Less MAP payment for UCRA</b> | <b>(\$325,384.29)</b> |
|                       |                 |                  |               | <b>BALANCE DUE</b>               | <b>\$15,811.95</b>    |

Upon receipt of the MAP, Utility agrees to reserve 712.25 ERCs of Potable Water and Wastewater system capacity for Property Owner until APRIL 30, 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:

**1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, FL 33323**

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.

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

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:

PALM BEACH COUNTY

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

By: [Signature]  
County Administrator or Designee

Anna M Daniels  
Signature  
Anna M Daniels  
Typed or Printed Name

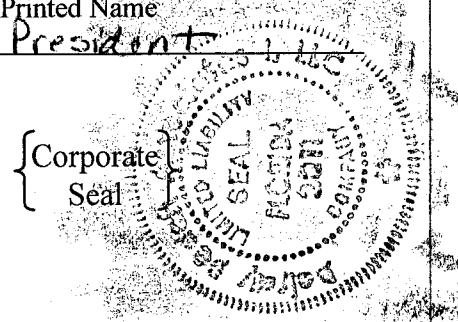
WITNESSES:

PROPERTY OWNER: Delray Beach Associates  
L, LLC, A Florida limited liability company

[Signature]  
Signature  
GLADYS DEBOLAND  
Typed or Printed Name

By: [Signature]  
Signature  
Kevin Ratterree  
Typed or Printed Name  
Vice President  
Title

[Signature]  
Signature  
Innette Arroyo  
Typed or Printed Name

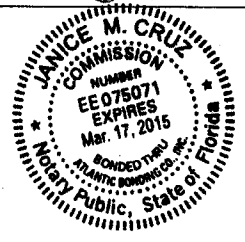


NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28 day of May, 2013  
by Kevin Ratterree. He/she is personally known to me or has produced  
as identification.

My Commission Expires: 3-17-15



[Signature]  
Signature of Notary  
Janice Cruz  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number EE075071

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

POTABLE WATER AND WASTEWATER

EXHIBIT "A"  
LEGAL DESCRIPTION

DESCRIPTION: VALENCIA ASSEMBLAGE – DEVELOPMENT PARCEL BEING A PORTION OF TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5, AS RECORDED IN PLAT BOOK 101, PAGES 173 THROUGH 175, A PORTION OF TRACT A-1 AND TRACT C, CANYON ISLES PRESERVE PLAT ONE, AS RECORDED IN PLAT BOOK 104, PAGES 139 AND 140, A PORTION OF TRACT "A-1", TRACT "A-2" AND TRACT "B", CANYON SPRINGS PRESERVE PLAT NO. 2, AS RECORDED IN PLAT BOOK 107, PAGES 105 THROUGH 107 AND A PORTION OF TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, AS RECORDED IN PLAT BOOK 107, PAGES 112 THROUGH 114, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH A PORTION OF ACME DAIRY ROAD RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 7542, PAGE 1239 AND OFFICIAL RECORDS BOOK 18673, PAGE 7 AND A PORTION OF A ROAD, DYKE AND DITCH RESERVATION 30 FEET IN WIDTH, LYING BETWEEN TRACTS 9, 24, 41, 56 AND TRACTS 8, 25, 40 AND 57, BLOCK 63 ACCORDING TO PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, ALL OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5; THENCE NORTH 00°23'30" WEST ALONG THE BOUNDARY LINE OF SAID TRACT "Y", A DISTANCE OF 1,335.00 FEET; THENCE SOUTH 89°36'30" WEST ALONG THE BOUNDARY LINE OF SAID TRACT "Y", A DISTANCE OF 860.03 FEET; THENCE NORTH 00°23'30" WEST ALONG A LINE 100.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID TRACT "Y", A DISTANCE OF 1,305.00 FEET; THENCE NORTH 89°36'30" EAST ALONG THE NORTH LINE OF SAID TRACT "Y", A DISTANCE OF 2,495.08 FEET; THENCE SOUTH 00°23'29" EAST ALONG THE EAST LINE OF SAID TRACT "Y", A DISTANCE OF 5.64 FEET; THENCE NORTH 89°36'30" EAST ALONG THE NORTH LINE OF SAID TRACTS "A-1" AND "A-2", SAID CANYON SPRINGS PRESERVE PLAT NO. 2, AND THEIR WESTERLY EXTENSION, A DISTANCE OF 374.97 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2 FOR THE FOLLOWING EIGHT (8) DESCRIBED COURSES , SOUTH 00°26'28" EAST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°26'28" EAST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 29.66 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'28" EAST ALONG A LINE 300.34 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2, A DISTANCE OF 1,813.86 FEET; THENCE SOUTH 49°54'03" WEST, A DISTANCE OF 198.17 FEET; THENCE NORTH 82°55'09" WEST, A DISTANCE OF 496.45 FEET; THENCE SOUTH 26°34'43" WEST, A DISTANCE OF 437.90 FEET; THENCE SOUTH 39°07'46" WEST, A DISTANCE OF 321.79 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,160.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 09°57'30" EAST FROM SAID POINT AND A CENTRAL ANGLE OF 09°03'36"; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID TRACT A-1, CANYON ISLES PRESERVE PLAT ONE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 341.55 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,040.00 FEET AND A CENTRAL ANGLE OF 03°34'26"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 127.25 FEET, TO A POINT OF

**POTABLE WATER AND WASTEWATER**

INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH LINE OF SAID TRACT A-I, CANYON ISLES PRESERVE PLAT ONE AND ALONG THE SOUTH LINE OF SAID TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5, A DISTANCE OF 2,190.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:  
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°36'30" WEST ALONG SAID SOUTH LINE OF SAID TRACT "A" AND ITS WESTERLY EXTENSION, A DISTANCE OF 1,858.90 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,640.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 62°05'38" EAST FROM SAID POINT AND A CENTRAL ANGLE OF 18°16'21"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 18673, PAGE 7, A DISTANCE OF 523.02 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,660.00 FEET AND A CENTRAL ANGLE OF 17°11'06"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 497.89 FEET, TO A POINT OF RADIAL INTERSECTION; THENCE SOUTH 61°00'23" EAST, A DISTANCE OF 80.00 FEET TO A POINT OF RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 04°50'23"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AND ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A", A DISTANCE OF 146.98 FEET, TO A POINT TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A" FOR THE FOLLOWING FOUR DESCRIBED COURSES, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CENTRAL ANGLE OF 100°02'46"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 134.45 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 08°02'08"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 244.03 FEET; THENCE LEAVING SAID BOUNDARY LINE, NORTH 89°36'32" EAST, A DISTANCE OF 975.00 FEET; THENCE SOUTH 00°26'28" EAST ALONG A LINE 300.01 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, A DISTANCE OF 1,283.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 273.953 ACRES, MORE OR LESS.

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

OK  
7/24/13 G

**CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER**

**BANK OF AMERICA, N.A.**, a national banking association authorized to do business in the State of Florida, as Agent ("**Lender**"), hereby certifies that, by virtue of that certain Assignment of Mortgage and other Loan Documents dated December 14, 2012 and recorded December 17, 2012, in Official Records Book 25659, at Page 1758, of the Public Records of Palm Beach County, Florida, it is the mortgagee/lienholder under a mortgage given by **DELRAY BEACH ASSOCIATES I, LLC**, a Florida limited liability company, in favor of **FLORIDA RESIDENTIAL FUNDING, LLC**, a Florida limited liability company, dated December 14, 2012 and recorded December 17, 2012 in Official Record Book 25659, Page, 1734, of the Public Records of Palm Beach County, Florida, as same may be amended or modified from time to time, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **DELRAY BEACH ASSOCIATES I, LLC**, a Florida limited liability company, 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.

**LENDER**, as mortgagee aforesaid, consents to the recording by **DELRAY BEACH ASSOCIATES I, LLC**, 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 30 day of May, 2013.

**WITNESSES:**

Signature

Typed or Printed Name

Signature

Typed or Printed Name

**BANK OF AMERICA, N.A.**, a national banking association authorized to do business in the State of Florida, as Agent.

By:

Title SR. Vice President

Typed or Printed Name

**NOTARY CERTIFICATE**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 30th day of May, 2013, by William CAMPANO, as SR. V.P. of Bank of America, N.A., a national banking association, as Agent. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

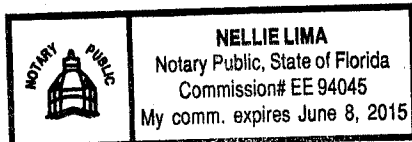
My Commission Expires:

EE 94045

Serial Number

Signature of Notary

Typed, Printed, or Stamped Name





POTABLE WATER AND WASTEWATER

CFN 20130346866  
OR BK 26230 PG 0637  
RECORDED 08/05/2013 10:07:38  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0637 - 647; (11pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT  
(SDA)

THIS AGREEMENT made and entered into this 2nd day of August, 2013,  
by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter  
referred to as "Utility", and DELRAY BEACH ASSOCIATES I, LLC, 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 #03-01031-000  
Conversion from UCRA dtd  
12/4/2012



## 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:

|                       |                 |                  |               |                                  |                      |
|-----------------------|-----------------|------------------|---------------|----------------------------------|----------------------|
| <b>Potable Water:</b> | <b>\$199.32</b> | <b>per ERC x</b> | <b>131.50</b> | <b>ERCs =</b>                    | <b>\$26,21.58</b>    |
| <b>Wastewater:</b>    | <b>\$279.72</b> | <b>per ERC x</b> | <b>131.50</b> | <b>ERCs =</b>                    | <b>\$36,783.18</b>   |
|                       |                 |                  |               | <b>Total</b>                     | <b>\$62,993.76</b>   |
|                       |                 |                  |               | <b>Less MAP payment for UCRA</b> | <b>(\$62,993.76)</b> |
|                       |                 |                  |               | <b>BALANCE DUE</b>               | <b>\$-0-</b>         |

Upon receipt of the MAP, Utility agrees to reserve 131.50 ERCs of Potable Water and Wastewater system capacity for Property Owner until **December 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:

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- \$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:

**1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, FL 33323**

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:

PALM BEACH COUNTY

Signature Judy D. Provence

By: [Signature]  
County Administrator or Designee

Typed or Printed Name Judy D. Provence

Signature [Signature]

Typed or Printed Name Victor M. Ortiz

WITNESSES:

PROPERTY OWNER: Delray Beach Associates I, LLC  
A Florida Limited Liability Company

Signature [Signature]

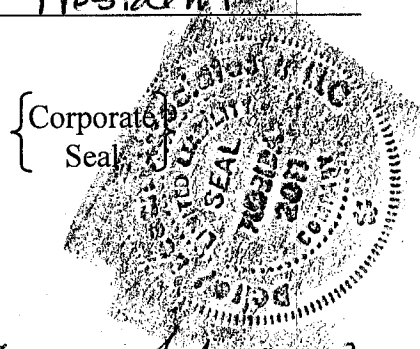
By: [Signature]  
Signature

Typed or Printed Name GLADYS DIGIROLAMO

Typed or Printed Name Kevin Ratterree  
Title Vice President

Signature [Signature]

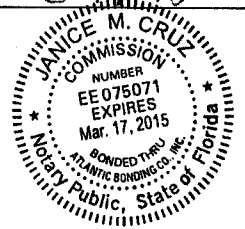
Typed or Printed Name Sarah Martin



STATE OF Florida NOTARY CERTIFICATE  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of July, 2013  
by \_\_\_\_\_ He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

My Commission Expires: 3-17-15



Signature of Notary [Signature]

Typed, Printed, or Stamped Name of Notary Janice M. Cruz

Notary Public Serial Number EE 075071

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

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

BEING A PORTION OF TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5, AS RECORDED IN PLAT BOOK 101, PAGES 173 THROUGH 175, A PORTION OF TRACT A-1 AND TRACT C, CANYON ISLES PRESERVE PLAT ONE, AS RECORDED IN PLAT BOOK 104, PAGES 139 AND 140, A PORTION OF TRACT "A-1", TRACT "A-2" AND TRACT "B", CANYON SPRINGS PRESERVE PLAT NO. 2, AS RECORDED IN PLAT BOOK 107, PAGES 105 THROUGH 107 AND A PORTION OF TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, AS RECORDED IN PLAT BOOK 107, PAGES 112 THROUGH 114, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH A PORTION OF TRACTS 8 THROUGH 16, 48 AND 49 AND ALL OF TRACTS 46, 47, 50 AND 51, THE SOUTH HALF OF THAT ROAD, DYKE AND DITCH RESERVATION 30.00 FEET IN WIDTH, LYING NORTH OF AND COINCIDENT WITH SAID TRACTS 46 THROUGH 48, ALL IN BLOCK 63 ACCORDING TO PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 AND A PORTION OF ACME DAIRY ROAD RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 7542, PAGE 1239 AND OFFICIAL RECORDS BOOK 18673, PAGE 7 AND A PORTION OF A ROAD, DYKE AND DITCH RESERVATION 30 FEET IN WIDTH, LYING BETWEEN TRACTS 9, 24, 41, 56 AND TRACTS 8, 25, 40 AND 57, BLOCK 63 ACCORDING TO SAID PALM BEACH FARMS COMPANY PLAT NO. 3, ALL OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "Y", CANYON LAKES PRESERVE AREA NO. 5; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT "Y" AND THE SOUTH LINE OF SAID TRACTS 49, 50 AND 51, A DISTANCE OF 2495.07 FEET; THENCE NORTH 00°23'30" WEST, ALONG A LINE 155.00 FEET EASTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH WEST LINE OF SAID BLOCK 63, A DISTANCE OF 2,643.60 FEET; THENCE NORTH 89°36'30" EAST ALONG A LINE 26.40 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 2525.08 FEET; THENCE SOUTH 00°23'29" EAST ALONG A LINE 30.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "Y", A DISTANCE OF 3.96 FEET; THENCE NORTH 89°36'30" EAST ALONG A LINE 30.36 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 8, A DISTANCE OF 344.96 FEET; THENCE SOUTH 00°26'28" EAST ALONG THE EAST LINE OF SAID TRACT 8, A DISTANCE OF 5.64 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2 FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°26'28" EAST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 00°26'28" WEST, A DISTANCE OF 0.36 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 29.66 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'28" EAST ALONG A LINE 300.34 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A-1", CANYON SPRINGS PRESERVE PLAT NO. 2, A DISTANCE OF 1,813.86 FEET; THENCE SOUTH 49°54'03" WEST, A DISTANCE OF 198.17 FEET; THENCE NORTH 82°55'09" WEST, A DISTANCE OF 496.45 FEET; THENCE SOUTH 26°34'43" WEST, A DISTANCE OF 437.90 FEET; THENCE SOUTH 39°07'46" WEST, A DISTANCE OF 321.79 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,160.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 09°57'30" EAST FROM SAID POINT AND A CENTRAL ANGLE

## POTABLE WATER AND WASTEWATER

OF 09°03'36"; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID TRACT A-1, CANYON ISLES PRESERVE PLAT ONE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 341.55 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,040.00 FEET AND A CENTRAL ANGLE OF 03°34'26"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 127.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°36'30" WEST, ALONG THE SOUTH LINE OF SAID TRACT A-1, CANYON ISLES PRESERVE PLAT ONE AND ITS WESTERLY EXTENSION, A DISTANCE OF 555.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 260.530 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5; THENCE SOUTH 89°36'30" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°36'30" WEST ALONG SAID SOUTH LINE OF SAID TRACT "A" AND ITS WESTERLY EXTENSION, A DISTANCE OF 1,858.90 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,640.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 62°05'38" EAST FROM SAID POINT AND A CENTRAL ANGLE OF 18°16'21"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 18673, PAGE 7, A DISTANCE OF 523.02 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,660.00 FEET AND A CENTRAL ANGLE OF 17°11'06"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 497.89 FEET TO A POINT OF RADIAL INTERSECTION; THENCE SOUTH 61°00'23" EAST, A DISTANCE OF 80.00 FEET TO A POINT OF RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 04°50'23"; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ACME DAIRY ROAD AND ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A" FOR THE FOLLOWING SIX (6) DESCRIBED COURSE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 146.98 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CENTRAL ANGLE OF 100°02'46"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 134.45 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 47°19'17"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 26.43 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,740.00 FEET AND A CENTRAL ANGLE OF 29°26'05"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 893.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 10°41'03" WEST, A DISTANCE OF 409.41 FEET; THENCE NORTH 89°36'33" EAST, ALONG A LINE 300.01 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A", CANYON SPRINGS PRESERVE PLAT NO. 5, A DISTANCE OF 1042.66 FEET; THENCE SOUTH 00°26'28" EAST ALONG A LINE 300.01 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) TO



**POTABLE WATER AND WASTEWATER**

AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 2332.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.463 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 323.993 ACRES MORE OR LESS.

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OK  
07/24/13 (4)

**CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER**

**BANK OF AMERICA, N.A.**, a national banking association authorized to do business in the State of Florida, as Agent ("**Lender**"), hereby certifies that, by virtue of that certain Assignment of Mortgage and other Loan Documents dated December 14, 2012 and recorded December 17, 2012, in Official Records Book 25659, at Page 1758, of the Public Records of Palm Beach County, Florida, it is the mortgagee/lienholder under a mortgage given by **DELRAY BEACH ASSOCIATES I, LLC**, a Florida limited liability company, in favor of **FLORIDA RESIDENTIAL FUNDING, LLC**, a Florida limited liability company, dated December 14, 2012 and recorded December 17, 2012 in Official Record Book 25659, Page, 1734, of the Public Records of Palm Beach County, Florida, as same may be amended or modified from time to time, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **DELRAY BEACH ASSOCIATES I, LLC**, a Florida limited liability company, 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.

**LENDER**, as mortgagee aforesaid, consents to the recording by **DELRAY BEACH ASSOCIATES I, LLC**, 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 18 day of July, 2013.

**WITNESSES:**

Signature *Anisia Zogry*  
Typed or Printed Name Anisia Zogry  
Signature *[Signature]*  
Typed or Printed Name ROBERT E. HILSON

**BANK OF AMERICA, N.A.**, a national banking association authorized to do business in the State of Florida, as Agent.

By: *[Signature]*  
Title VICE PRESIDENT  
CARLOS HERNANDEZ  
Typed or Printed Name

**NOTARY CERTIFICATE**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 18th day of July, 2013, by Carlos Hernandez, as V.P. of Bank of America, N.A., a national banking association, as Agent. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: June 8, 2015  
EE 94045  
Serial Number

*[Signature]*  
Signature of Notary  
Neelie Lima  
Typed, Printed, or Stamped Name



POTABLE WATER AND WASTEWATER

CFN 20130342899  
OR BK 26223 PG 1110  
RECORDED 08/01/2013 11:28:36  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1110 - 1118; (9pgs)

CHARGE #1023 RETURN VIA WILL CALL #215  
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT  
(SDA)

THIS AGREEMENT made and entered into this 1st day of August, 20  , by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and BOCA POINTE COUNTRY CLUB, INC., a Florida Corporation not-for-profit, 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 #09-01065-000

## 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:

|                       |                           |              |                      |                    |
|-----------------------|---------------------------|--------------|----------------------|--------------------|
| <b>Potable Water:</b> | <b>\$199.32 per ERC x</b> | <b>57.80</b> | <b>ERCs =</b>        | <b>\$11,520.70</b> |
| <b>Wastewater:</b>    | <b>\$279.72 per ERC x</b> | <b>57.80</b> | <b>ERCs =</b>        | <b>\$16,167.82</b> |
|                       |                           |              | <b>Franchise Fee</b> | <b>\$0.00</b>      |
|                       |                           |              | <b>TOTAL</b>         | <b>\$27,688.52</b> |

Upon receipt of the MAP, Utility agrees to reserve 57.80 ERCs of Potable Water and Wastewater system capacity for Property Owner until **JULY 31, 2018**, 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

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 its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Property Owner, at its expense, shall also submit either: (a) 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 (said title policy or letter must be issued no earlier than thirty (30) days prior to submittal of the SDA); or (b) a Consent ad Joinder of Mortgage/Lienholder (supplied by the Utility) executed by any mortgagee or lienholder holding an interest in the Property.
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:

7144 BOCA POINTE DRIVE  
BOCA RATON, FL 33433-5908

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.
17. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Boca Pointe Country Club, Inc.

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



**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:**

**PALM BEACH COUNTY**

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

By: [Signature]  
County Administrator or Designee

Anna M Daniels  
Signature  
Anna M Daniels  
Typed or Printed Name

**WITNESSES:**

**PROPERTY OWNER:**

[Signature]  
Signature  
Helin Karpel  
Typed or Printed Name

By: [Signature]  
Signature  
Thomas Feniger  
Typed or Printed Name  
Chairman, Board of Governors  
Title

[Signature]  
Signature  
TERESA L. BARBARA  
Typed or Printed Name



STATE OF Florida  
COUNTY OF Palm Beach

**NOTARY CERTIFICATE**

The foregoing instrument was acknowledged before me this 8 day of July, 2013 by Thomas Feniger. He/she is personally known to me or has produced as identification.

My Commission Expires: December 6, 2015

[Signature]  
Signature of Notary  
Lisa P. Hancock  
Typed, Printed, or Stamped Name of Notary

Notary Public Serial Number # EE 151346

**WATER UTILITIES DEPARTMENT APPROVAL**

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

VO  
7/23/13

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

**POTABLE WATER AND WASTEWATER**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**TRACT Y-2, BOCA POINTE NO. 3, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 46, PAGES 123 THROUGH 125, PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA.**

**SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING  
613,415 SQUARE FEET (14.08 ACRES) MORE OR LESS.**

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

OK  
07/23/2013

Ⓢ

Consent and Joinder of Mortgagee/Lien Holder

SunTrust Bank, a Corporation, existing under the laws of the State of Georgia and authorized to do business in the State of Florida hereby certifies that it is the Lien Holder under an Agreement Not to Encumber or Transfer Property dated August 19, 2009, Filed September 18, 2009 and recorded in Official Record Book 23450, Page 1819, 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 Boca Pointe Country Club, Inc., a Florida Corporation not-for-profit, 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 Counts as provided for in the aforesaid agreement with Palm Beach County.

Boca Points Country Club, Inc., as borrower, consents to the recording by 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 16 day of July, 2013.

WITNESSES:

[Signature]  
Signature

Lucy D. Girulano  
Typed or Printed Name

[Signature]  
Signature

George Valle  
Typed or Printed Name

State of Florida  
County of Broward

\_\_\_\_\_  
a(n) Officer of SunTrust Bank  
authorized to do business in the State of Florida

By: [Signature]  
Senior Vice President

\_\_\_\_\_  
Shawn Sackman

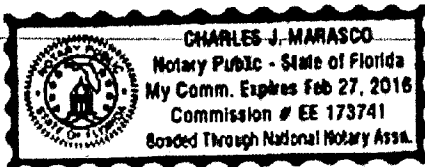
Notary Certification

The foregoing instrument was acknowledged before me this 16 day of July, 2013 by Shawn Sackman he/she is personally known to me or has produced N/A as identification.

My Commission Expires: 2-27-2016

Serial Number EE 173741

[Signature]  
Signature of Notary  
Charles J. Marasco  
Typed, Printed, or Stamped Name





POTABLE WATER AND WASTEWATER

CFN 20130383058  
OR BK 26285 PG 1735  
RECORDED 08/28/2013 11:06:53  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1735 - 1744; (10pgs)

CHARGE #1023 RETURN VIA WILL CALL #215  
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of August, 2013, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and ESPERANZA GREENE, as Trustee of the ESPERANZA GREENE Revocable Trust under Agreement dated August 10, 1999 and ARTHUR T. GREENE, as Trustee of the ARTHUR T. GREENE Revocable Trust under Agreement dated August 10, 1999, MICHAEL J. GREENE, and ANTHONY GREENE, 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 # 09-01066-000

## 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:

|                       |                           |                      |                   |
|-----------------------|---------------------------|----------------------|-------------------|
| <b>Potable Water:</b> | <b>\$199.32 per ERC x</b> | <b>16.25 ERCs =</b>  | <b>\$3,238.95</b> |
| <b>Wastewater:</b>    | <b>\$279.72 per ERC x</b> | <b>16.25 ERCs =</b>  | <b>\$4,545.45</b> |
|                       |                           | <b>Franchise Fee</b> | <b>\$0.00</b>     |
|                       |                           | <b>TOTAL</b>         | <b>\$7,784.40</b> |

Upon receipt of the MAP, Utility agrees to reserve 16.25 ERCs of Potable Water and Wastewater system capacity for Property Owner until **AUGUST 31, 2018**, 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

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 its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Property Owner, at its expense, shall also submit either: (a) 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 (said title policy or letter must be issued no earlier than thirty (30) days prior to submittal of the SDA); or (b) a Consent ad Joinder of Mortgage/Lienholder (supplied by the Utility) executed by any mortgagee or lienholder holding an interest in the Property.
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:

898 NW 5TH AVENUE  
BOCA RATON, FL 33432

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.
17. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Esperanza Greene, as Trustee of the Esperanza Greene Revocable Trust under Agreement dated August 10, 1999, and Arthur T. Greene, as Trustee of the Arthur T. Greene Revocable Trust under Agreement dated August 10, 1999.

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:

[Signature]  
Signature

LINDA C CHONTOS  
Typed or Printed Name

[Signature]  
Signature

[Signature]  
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]  
Signature

MICHAEL J. GREENE  
Typed or Printed Name

OWNER  
Title

{ Corporate }  
Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PAN BEACH

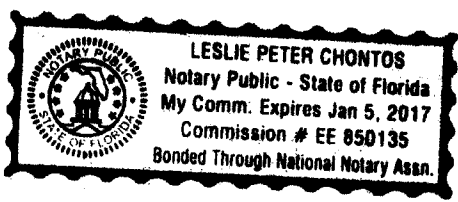
The foregoing instrument was acknowledged before me this 23 day of JULY, 2013  
by Michael J. Greene He/she is personally known to me or has produced  
F.D.I. as identification.

My Commission Expires: \_\_\_\_\_

[Signature]  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

Notary Public  
Serial Number \_\_\_\_\_



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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:

[Signature]  
Signature

LINDA C CHONTOS

Typed or Printed Name

[Signature]  
Signature

LESLIE PETER CHONTOS

Typed or Printed Name

PROPERTY OWNER:

By: [Signature]  
Signature

ANTHONY F. GREENE

Typed or Printed Name

OWNER

Title

{ Corporate }  
Seal

NOTARY CERTIFICATE

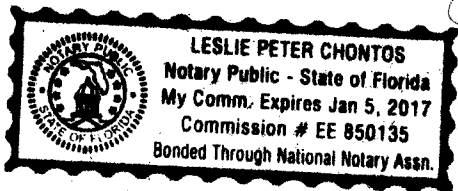
STATE OF FLORIDA  
COUNTY OF FARM BUCK

The foregoing instrument was acknowledged before me this 23 day of JULY, 2013 by ANTHONY F. GREENE. He/she is personally known to me or has produced [Signature] as identification.

My Commission Expires: \_\_\_\_\_

[Signature]  
Signature of Notary

Typed, Printed, or Stamped Name of Notary



Notary Public  
Serial Number \_\_\_\_\_

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

WITNESSES:

PALM BEACH COUNTY

Judy D. Provence  
Signature

By: [Signature]  
County Administrator or Designee

Judy D. Provence  
Typed or Printed Name

Anna M Daniels  
Signature

Anna M. Daniels  
Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

[Signature]  
Signature

By: [Signature]  
Signature SUCCESSOR TRUSTEE OF THE ESTABLISHED GREENE REVOCABLE TRUST DATED 8.10.79

KINDA C CHONTOS  
Typed or Printed Name

ARTHUR T GREENE JR  
Typed or Printed Name

[Signature]  
Signature

OWNER  
Title

Typed or Printed Name

{ Corporate Seal }

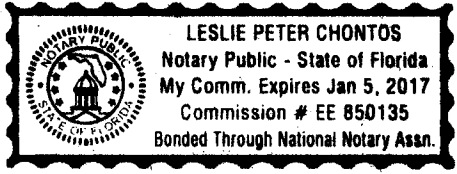
NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of JULY, 2013 by ARTHUR T. GREENE JR. He/she is personally known to me or has produced F.D.L. 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: [Signature]  
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**

TRACTS 127 AND 128 IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 42 EAST, "PALM BEACH FARM'S COMPANY, PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 THROUGH 28, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OK  
07/30/13  
③

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CFN 20130383059  
OR BK 26285 PG 1745  
RECORDED 08/28/2013 11:06:53  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1745 - 1752; (8pgs)

CHARGE #1023 RETURN VIA WILL CALL #215  
ATTN: CRAIG C. WILLIAMS, CONTRACT  
MANAGEMENT,  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

**SECOND AMENDMENT TO STANDARD RECLAIMED  
WATER DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT**, made and entered into this 12<sup>th</sup> day of August, 2013, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "County," and **ATLANTIC COMMONS ASSOCIATES, LLLP**, hereinafter referred to as "Property Owner."

**WITNESSETH**

**WHEREAS**, County and prior Property Owner entered into a Standard Reclaimed Water Development Agreement ("Agreement") on July 6, 2005, as recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 18867, Page 118; and

**WHEREAS**, the prior Property Owner and County amended the Agreement on November 21, 2006 to modify the legal description of the Property to reflect the inclusion of an adjacent parcel of land and include certain oversizing and reimbursement conditions, as recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 21215, Page 86; and

**WHEREAS**, Property Owner was assigned the Agreement on January 16<sup>th</sup> 2009; and

**WHEREAS**, the parties wish to amend the Agreement to replace certain oversizing and reimbursement conditions; and

**WHEREAS**, Property Owner has conveyed a portion of the Property subject to Agreement; and

**WHEREAS**, Property Owner has acquired a property adjacent to the Property subject to the Agreement; and

**WHEREAS**, the parties wish to amend the Agreement to modify the legal description of the Property to account for changes in ownership.

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

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Exhibit "A" to the Agreement is hereby replaced in its entirety by Revised Exhibit "A" attached hereto.
3. Section 15, "Additional Conditions", of the Agreement is hereby amended to read:
  - A. Prior to first Service Initiation, Property Owner shall reimburse the County in the amount of \$42.00 per linear foot of County-installed oversized 20" reclaimed water main along the Property's frontage on Atlantic Avenue, as measured from the most westerly southwest Property corner west of LWDD Canal E-2E to the most easterly southeast Property corner east of LWDD Canal E-2E. The total reimbursement amount shall be determined using Record Drawing data.
  - B. Upon completion of construction by Property Owner and acceptance of Bill of Sale by County, County shall reimburse the Property Owner \$48.00 per linear foot of constructed oversized 20" reclaimed water main, installed by the Property Owner along Atlantic Avenue between the east end of the Property's turn lane and the west side of the project's entry road (approximately 500 feet).

SDA # 03-90002-001

- C. Construction shall be deemed complete upon County's acceptance of closing legal documents (Bill of Sale, Cost Documentation, No Lien Affidavit, Easements), Record Drawings, and passing final inspections by agencies having jurisdiction over the project.
  
- D. 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.

All other provisions of the Agreement, dated July 6, 2005, as amended November 21, 2006, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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

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

ATTEST:

Clerk & Comptroller (or Deputy Clerk)

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

By:

Steven L. Abrams, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:

Bevin A. Beaudet, Department Director or Designee

WATER UTILITIES DEPARTMENT FINANCE AND ADMINISTRATION APPROVAL

By:

Director of Finance and Administration  
PBC Water Utilities Department

WITNESSES:

*Gladys DeRozano*

GLADYS DEROZANO

Typed or Printed Name

*Sarah Martin*

Sarah Martin

Typed or Printed Name

PROPERTY OWNER: Atlantic Commons Associates, LLLP;  
By: Atlantic Commons Corporation, General Partner  
By: *Kevin Ratterree*

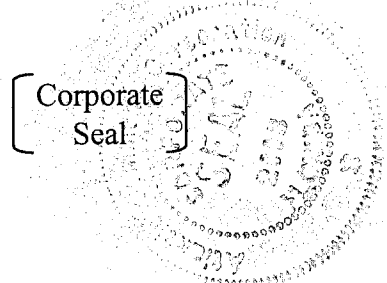
Signature

Kevin Ratterree

Typed or Printed Name

Vice President

Title



NOTARY CERTIFICATE

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of July, 2013 by \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 3-17-15

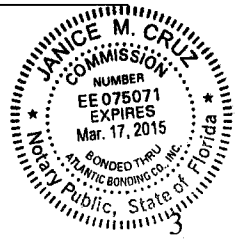
EE 075071

Serial Number

*Janice M. Cruz*  
Signature of Notary

Janice M. Cruz

Typed, Printed, or Stamped Name





IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

**WITNESSES:**

**PALM BEACH COUNTY**

Judy D. Provence  
Judy D. Provence  
Type or Print Name

By: [Signature]  
County Administrator or Designee

Anna M Daniels  
Anna M Daniels  
Type or Print Name

**WITNESSES:**

**DEVELOPER:**

~~\_\_\_\_\_  
\_\_\_\_\_  
Type or Print Name  
\_\_\_\_\_  
\_\_\_\_\_  
Type or Print Name~~

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Typed or Printed Name

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

Signature of Notary \_\_\_\_\_

Typed, Printed, or Stamped Name of Notary \_\_\_\_\_

Notary Public Serial Number \_\_\_\_\_

**WATER UTILITIES DEPARTMENT APPROVAL:**

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

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

By: [Signature]  
County Attorney

EXHIBIT 'A'

ATLANTIC COMMONS – (LESS PORTION OWNED BY FLORIDA CRYSTALS)

PARCEL 1:

TRACT 31, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH ALL OF THOSE PARTS OF TRACTS 1, 2 AND 3, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE NORTH 36 FEET OF SAID TRACT 3 AS CONVEYED PURSUANT TO DEED BOOK 129, PAGE 164 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THE NORTH 39.66 FEET OF SAID TRACT 1 AND THE NORTH 40.92 FEET OF SAID TRACTS 2 AND 3 PURSUANT TO OFFICIAL RECORDS BOOK 6495, PAGE 761 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 1 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 1) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 1, 2 AND 3 LYING NORTH OF THE SOUTH LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING EAST/WEST WITHIN SAID TRACTS 1, 2 AND 3) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

TRACTS 30, 32, 33 AND 35, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 30 AND 35 KNOWN AS RIGHT-OF-WAY PARCEL NOS. 27 AND 29 CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY PURSUANT TO THE FIFTEENTH JUDICIAL CIRCUIT COURT, CASE NO. 15,304, AS SET FORTH IN THE MINUTES OF CIRCUIT COURT IN MCC BOOK 68, PAGES 520 AND 523, PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 32 AND 33 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACTS 32 AND 33) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

TRACTS 62, 63 AND 64, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE SOUTH 15 FEET OF SAID TRACTS 62, 63 AND 64 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 64 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 64) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:

TRACT 34, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

THOSE PORTIONS OF TRACTS 65, 66, 67, 94, 95, 96, 97, 98, 127 AND 128, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND NORTH OF DELRAY ROAD WEST (S.R. 806), ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 127 AND 128 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 20894, PAGE 986 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH  $00^{\circ}34'49''$  EAST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 104.83 FEET; THENCE NORTH  $89^{\circ}22'44''$  EAST, A DISTANCE OF 45.01 FEET; THENCE NORTH  $00^{\circ}34'49''$  EAST, ALONG A LINE 45.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 16, A DISTANCE OF 1337.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $40^{\circ}40'01''$  EAST, A DISTANCE OF 57.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF  $02^{\circ}44'12''$ , A DISTANCE OF 16.24 FEET; THENCE SOUTH  $74^{\circ}04'39''$  EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 29.49 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH  $20^{\circ}13'30''$  EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF  $00^{\circ}16'23''$ , A DISTANCE OF 4.96 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH  $56^{\circ}04'18''$  WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 363.00 FEET AND A CENTRAL ANGLE OF  $34^{\circ}30'31''$ , A DISTANCE OF 218.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $00^{\circ}34'49''$  WEST, A DISTANCE OF 349.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 437.00 FEET AND A CENTRAL ANGLE OF  $02^{\circ}16'53''$ , A DISTANCE OF 17.40 FEET; THENCE SOUTH  $89^{\circ}25'11''$  EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 489.81 FEET; THENCE NORTH  $00^{\circ}34'49''$  EAST, A DISTANCE OF 1897.84 FEET; THENCE SOUTH  $89^{\circ}07'42''$  WEST, ALONG A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 17, A DISTANCE OF 635.86 FEET; THENCE SOUTH  $00^{\circ}34'49''$  WEST, ALONG A LINE 45.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 16, A DISTANCE OF 1246.83 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

ALL OF "ATLANTIC COMMONS - PLAT ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115 AT PAGES 135 THROUGH 137 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 8:

THAT PORTION OF TRACTS 65, 66, 94, 95, 96, 97, 98, 99, 126, 127, AND 128, SECTION 8, TOWNSHIP 46 SOUTH, RANGE 42 EAST, "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED BY THE FOLLOWING:

BOUNDED ON THE SOUTH BY A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8.

BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF "FLORIDA'S TURNPIKE", SAID LINE BEING 150.00 FEET EASTERLY OF THE CENTERLINE OF SAID TURNPIKE.

BOUNDED ON THE NORTH BY A LINE 46.20 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 65 AND 66 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE NORTH LINE OF SAID TRACTS).

BOUNDED ON THE EAST BY A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 65, 96, 97 AND 128 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE EAST LINE OF SAID TRACTS).

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

POD C-1

A PORTION OF TRACTS 33,34,35,62,63,AND 64 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 2851.70 FEET; THENCE SOUTH 89°03'11" WEST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 64, A DISTANCE OF 175.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°03'11" WEST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 62,63 AND 64, A DISTANCE OF 704.42 FEET; THENCE NORTH 01°24'05" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 885.52 FEET; THENCE NORTH 88°36'05" EAST, A DISTANCE OF 735.22 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 175.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 17, A DISTANCE OF 240.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 06°35'44", A DISTANCE OF 75.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°10'32" WEST, A DISTANCE OF 71.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 50°27'34", A DISTANCE OF 30.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 114°06'36", A DISTANCE OF 149.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 50°27'35", A DISTANCE OF 30.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°00'54" EAST, A DISTANCE OF 71.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 06°35'43", A DISTANCE OF 75.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 175.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 17, A DISTANCE OF 181.52 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 14.475 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT:

POD B-2

A PORTION OF TRACTS 65,66,67,94,95,96,97 AND 98 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF

2836.70 FEET; THENCE SOUTH 89°03'11" WEST, ALONG THE NORTH LINE OF SAID TRACT 65, A DISTANCE OF 170.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'49" WEST, A DISTANCE OF 1136.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 41°14'50", A DISTANCE OF 244.77 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°40'01" EAST, A DISTANCE OF 23.72 FEET; THENCE SOUTH 00°34'49" WEST, A DISTANCE OF 32.93 FEET; THENCE NORTH 89°25'11" WEST, A DISTANCE OF 230.33 FEET; THENCE NORTH 54°13'11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 461.58 FEET; THENCE NORTH 26°19'19" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 381.09 FEET; THENCE NORTH 01°30'24" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 787.43 FEET; THENCE NORTH 89°03'11" EAST, ALONG THE NORTH LINE OF SAID TRACTS 65, 66 AND 67 A DISTANCE OF 708.87 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 19.526 ACRES, MORE OR LESS.

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08/26/2013  
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