

Meeting Date: **December 2, 2014**

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: **Facilities Development & Operations**

11/19/17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2015	2016	2017	2018	2019
Capital Expenditures	\$21,630	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$21,630	0	0	0	0
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 3601 Dept 581 Unit P701 Object 6506

Reporting Category

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

This project is being funded by the Zone 1 Park Impact Fee Fund.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

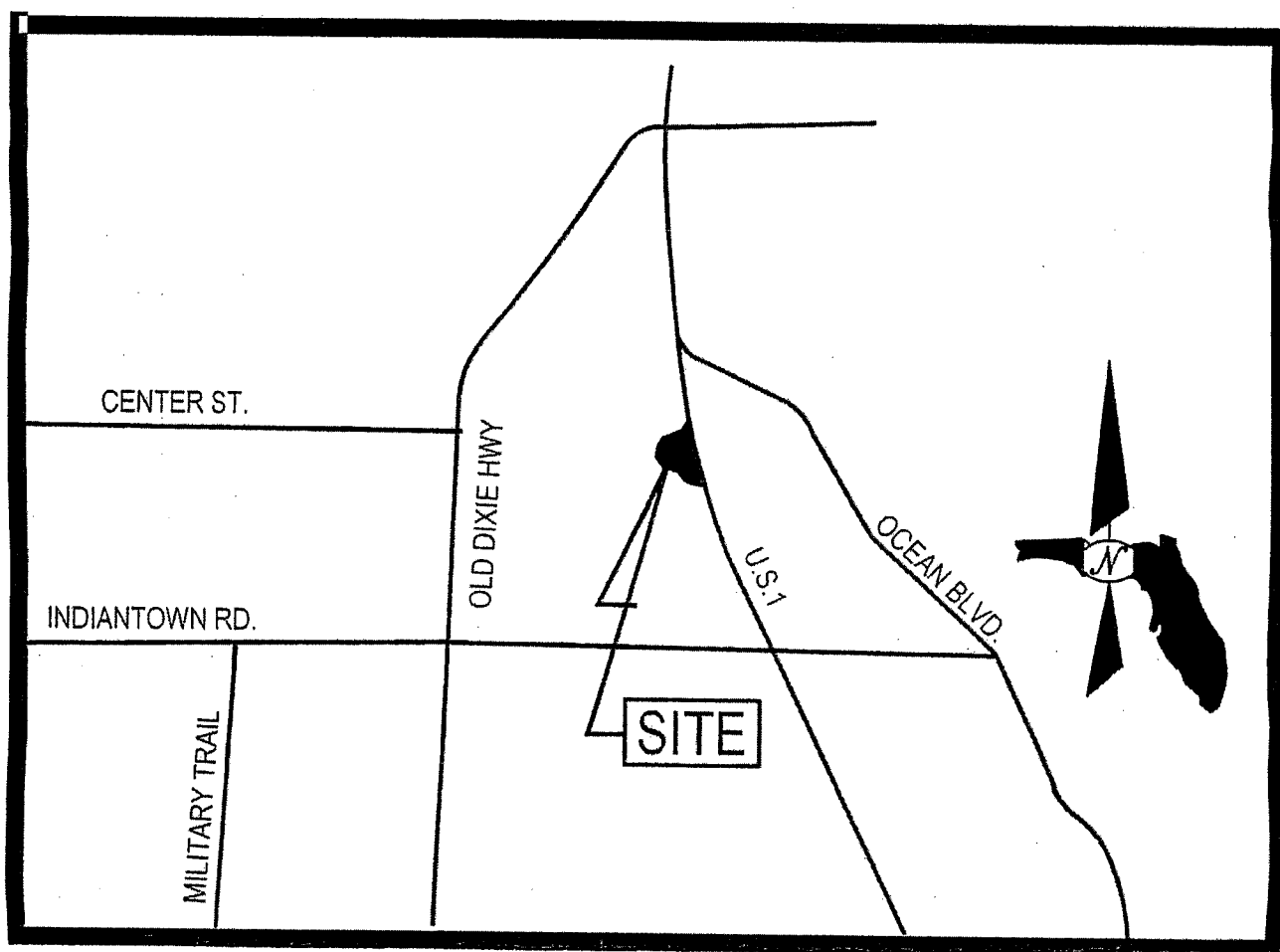
OFMB

Contract Dev. and Control

Assistant County Attorney

Department Director

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



VICINITY MAP
NOT TO SCALE

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 10/24/14 REQUESTED BY: Anil Patel

PHONE: 233-0271
FAX: 233-0270

PROJECT TITLE: Burt Reynolds Park – West Side Expansion

PROJECT NO.: 13209

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#: _____
DATE: _____

REQUESTED AMOUNT: \$21,629.59

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Town of Jupiter –Water Service Agreement Fees

CONSTRUCTION

PROFESSIONAL SERVICES (Design Phase)

STAFF COSTS** (Design/Construction Phase)

MISC. (permits, prints, advertising)

TOTAL

\$21,629.59

\$21,629.59

*** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3601 DEPT: 581 UNIT: P701 OBJ: 6506

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: HA Eric Cee DATE: 12/9

ENCUMBRANCE NUMBER: _____

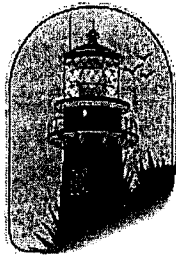
Revised 07/2012

FUNDING SOURCE(S)

- ☐ Bond
☒ Impact Fees
☐ Park Improvement Fund
☐ Ad Valorem
☐ Other

BAS APPROVAL

- ☒ FULLY FUNDED WITHIN CURRENT BUDGET ck
☐ FULLY FUNDED PENDING BUDGET TRANSFER _____



TOWN OF JUPITER

UTILITIES
PO BOX 8900
JUPITER FL 33468-8900
FAX (561) 741-2539

9/30/2014

Palm Beach County
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Water Service Agreement - Burt Reynolds Park - West Side Expansion

Dear Palm Beach County,

Attached is the Water Service Agreement you requested for the referenced project. This Agreement is required for your project before final approval of plans on the water system.

Please review and verify that the legal description as provided in Exhibit 'A' is correct.

Please SIGN, WITNESS and ATTEST the Agreement, complete the Notary Certificate and return to me with the fees as stated in Exhibit 'C' (See fees due outlined below).

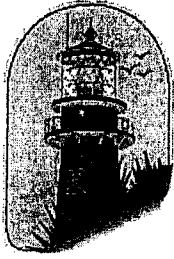
Total Fees due as per the water service agreement are as outlined below:

Description	Calculation	Due at Signing
Off-Site Fee:	4.8 ERC x \$669.00/ERC	\$3,211.20
Capacity Charge:	4.8 ERC x \$2,270.00/ERC	\$10,896.00
Administrative Fee:	4% of Total Connection Charge	\$564.29
AGRF:	4.8 ERC x \$1,164.60/ERC	\$5,590.08
Guaranteed Revenue Fee:	4.8 ERC x \$19.41/ERC/mo x 12 mo	\$1,118.02
Recording Fees:		<u>\$250.00</u>
	Total Project Costs at Signing*	\$21,629.59
	Total Due at Signing of Agreement	\$21,629.59

Backflow assemblies will be required prior to the rendering of water service.

*The total project costs at signing reflect current annual guaranteed revenue fees. Guaranteed revenue fees are billed annually until all ERC's are metered and in service.

210 Military Trail • Jupiter, Florida 33458 • www.jupiter.fl.us
Phone (561) 741-2271 • Fax (561) 741-0929



TOWN OF JUPITER

Upon return of the total amount due provided above and the signed agreement, I will submit the document for the Town's consideration.

If you have any questions, please feel free to contact my office.

Sincerely,

Jenna M. Earley
Customer Service/Billing Manager

JME/pc

attachments:

Water Service Agreement
Exhibit 'I' - Bill of Sale/Cost Breakdown Sheet
Easement Deed

TOWN OF JUPITER, FLORIDA
WATER SERVICE AGREEMENT

Burt Reynolds Park - West Side Expansion

THIS WATER SERVICE AGREEMENT (ALSO REFERRED TO HEREIN AS "Contract" and "Agreement" made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, its successors and/or assigns, hereinafter referred to as "County", and whose principal place of business and physical address is **2633 Vista Parkway, West Palm Beach, FL 33411, and FEIN:59-6000785**, and the TOWN OF JUPITER, a municipal corporation organized and operating under the laws of the State of Florida, hereinafter referred to as "Town".

WHEREAS, the Town is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, County is the owner, tenant, lessee, or holder of a controlling interest in certain real property ("Property") located in The Town of Jupiter, Palm Beach County, Florida, and which is legally described in the location map and boundary survey which is attached hereto and incorporated by reference herein as Composite **Exhibit "A"**; and

WHEREAS, the County represents that the Property is intended to be developed as a **County Park** in a **Single Phase**.

WHEREAS, in order to meet the financing and other requirements of certain private agencies, lending institutions, and the regulations of applicable federal, state and local governmental agencies, such as, but not limited to, the Department of Environmental Protection, the Department of Health, the Veterans Administration, and the Federal Housing Administration, the County must provide adequate water facilities and services to serve the Property, generally, and the occupants of each residence, building, and/or unit constructed on the Property, and the County agrees that the total cost to provide adequate water facilities shall be paid for by the County; and,

WHEREAS, the County does not wish to construct the required water facilities necessary to serve the Property, but has agreed to finance and fund the construction of central water facilities by the Town so that the occupants of each residence, building or unit constructed or located on the Property shall receive adequate water service; and,

WHEREAS, in accordance with the terms and conditions of this Agreement and the provisions of the Town's "Water System Extension Ordinance", the Town will construct and/or provide the required central water facilities for the Property, and will extend those facilities via water distribution mains, to the Property and the improvements located on the Property to be provided with the required water service, and will thereafter operate and maintain those central water facilities so that the occupants of the residences, buildings and/or units constructed on the Property will receive an adequate water supply.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, the County and the Town hereby covenant and agree as follows:

ARTICLE 1. PURPOSE & DEFINITIONS

1.1 Purpose of Agreement. The foregoing whereas clauses containing the contractual intent of the Parties and the purpose of this Agreement are true and correct and are incorporated herein by reference. The provisions of the Town's "Water System Extension Ordinance" as amended from time to time, are incorporated herein by reference as if fully set forth herein.

1.2 Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning:

(a) "Property" - shall mean all of the real property owned by the County which is more specifically described in the geographic service area map containing a legal description of the Property, attached hereto as **Exhibit "A"**, and all other real property which may both be included in **Exhibit "A"** but to which the Town actually provides water service;

(b) "Lot" - shall include the tracts or parcels and the least fractional part of subdivided lands having limited fixed boundaries, and which has been assigned a number, letter, or other name through which it may be identified, and which may be shown on the approved master plan and/or final recorded plat;

(c) "Service" - shall mean the availability and ability of the Town to furnish water service to each lot. Water service shall be considered "available" when the Town maintains the water supply at normal pressure at the point of delivery in readiness for the consumer's use, regardless of whether the customer makes use of it.

(d) "Point of Delivery of Service" - shall mean the point at which the facilities of the Town (i.e. pipes or meters, etc.,) joins the consumer's own installation, which is usually at the water meter;

(e) "Consumer Installation" - shall mean all facilities on the consumer's side of the point of delivery;

(f) "Contribution-in-aid-of-Construction" ("CIAC") - shall mean the value of the water distribution system designed, constructed and installed by the County together with the monies paid by the County as connection fees, which includes the Off-Site Line and Plant Capacity fees, to defray the allocable portion of water treatment plant and water transmission lines for the County's Property, and which the County agrees to pay to the Town as an inducement to the Town to provide water service to the Property.

(g) "Guaranteed Revenues (Capacity Reservation Fees)" - shall mean charges or revenues required by the Town to financially support all or a portion of the fixed and non-variable costs of maintaining capacity reserved for future use by a specific County. Guaranteed Revenues are equal to the Town's monthly Base Facility charges for water service and are billed annually, one year in advance, and are subject to appropriate refund based upon the number of Equivalent Residential Connections ("ERC's") actually connected during the year and the number of whole months for which Base Facility charges were actually paid.

(h) "Accrued Guaranteed Revenue Fees (AGRF)" - shall mean the guaranteed revenue required by the Town which serves as reimbursement for previously advanced carrying costs of maintaining capacity for future development. AGRF includes a charge assessed by the Town to each lot or parcel which is not

covered by, or included as part of another Water Service Agreement, and which is assumed to have accrued monthly for a period of 60 (sixty) months. The AGRF shall be levied at a monthly rate equal to the Town's base Facility charge for water service. The payment of the AGRF is a condition precedent to The Town entering into a water service agreement and/or to the provision of water service by the Town.

(i) "County" - shall mean any person, business, or entity proposing to develop property and seeking water services for the Property within the Town's water service area for the benefit of itself or future consumers of such services, and which is the owner of the Property, County shall include the owner's successors and assigns.

(j) "Facility" or "Facilities" - means the water distribution service facility to be constructed by the County pursuant to this Agreement for the provision of water service to the Property, and for which the title and ownership rights are to be conveyed by the County via a Bill of Sale to the Town of Jupiter upon final acceptance of the Facility by the Town.

(k) "Equivalent Residential Connections" ("ERC"): shall mean a unit of existing or potential water demand used to convert a given average daily flow of water to a common unit of measure. One ERC shall equal 350 gallons of water per day.

Single Family Residential: Single Family Residential ("SFR") includes an individually metered residential dwelling of one or more stories, limited to a single family detached unit, a duplex unit, a triplex unit, a garden apartment unit and a townhouse unit. An individually metered mobile home is considered to have the same water demand as a single family residential unit.

Multi-Family Residential: Multi-family residential ("MFR") includes two or more individual residential dwelling units in a master-metered multi-family structure(s) of one or more stories. Each multi-family dwelling unit is deemed to represent 71.42% of the water demand of a single-family residential unit. Mobile homes in a master-metered complex are considered to have the same water demands as multi-family units.

Non-residential: All applications requiring water and/or sewer service not strictly meeting the definition of "single family residential" or "multi-family residential" set forth herein. For purposes of the Town's Water System Extension Ordinance, General Class and/or Commercial Class uses are equivalent to Non-residential uses.

ARTICLE 2. COUNTY'S OBLIGATIONS

2.1 County's Transfer of Exclusive Right to Provide Water service. The County, its successors and/or assigns, conveys, grants, and assigns to the Town the exclusive right and privilege to provide all of the Property, as more specifically described in **Exhibit "A"**, consisting of approximately 4.81 +- acres with water facilities and services. Inclusive in this conveyance is a grant by the County, its successors and/or assigns, to the Town, its successors and/or assigns, to have and hold from the effective date of this Agreement forward, the exclusive right and privilege to own, maintain, repair, construct, replace, use and operate a water distribution service facility ("Facility" and "Facilities") to serve the Property, together with the exclusive right and privilege to construct, maintain, repair and operate the water facilities in, under, upon, over and across the present and future streets, roads, rights-of-way, terraces, alleys, easements, reserved utility strips and utility sites, and any public place dedicated to public use in the recorded plats, or as provided for in separate agreements, dedications, or grants made independent of the recorded plats.

2.2 County's Grant of Easement to the Town for Access to the Property for the Maintenance, Operation and Repair of the Facility to the Town. The County acknowledges and agrees that the foregoing conveyance and transfer to the Town provides the Town the exclusive right to provide water service to the Property. County also expressly includes but is not limited to, the grant by the County (and the County's successors and assigns) to the Town of one or more perpetual access easement(s) ("Easement") to the Property for access over, on, under and across the County's Property, which shall permit the Town, and its officers, agents, employees, servants and independent contractors, the right and authority to enter upon the Easement area(s) at any time to install, operate, service, maintain, construct, reconstruct, remove, relocate, repair, replace, improve, expand, and inspect the Facility and related infrastructure located thereon (collectively referred to herein as the "Improvements") for whatever period of time that the Town and/or its officers, agents, employees, servants and independent contractors maintain ownership rights of the Facility. The legal descriptions of any known Easement areas is more specifically described in Exhibit "F" and the location of any know Easement areas is depicted on the location sketch attached hereto as Exhibit "G", both of which are incorporated herein and made a part hereof. Concurrent with final acceptance of the Facilities by the Town, the County shall execute formal Easement Deeds granting to the Town all rights of use of the Easement areas which are necessary for the operation of the Facility. In the event that encumbrances exist, they shall be listed in the easement deed as an encumbrance. Any mortgages which may encumber the property to be subjected to any Easement must be subordinated to or released from the lands on which the Easement is to be granted to the Town prior to the time that the County's Facility and the Easements are granted to the Town. The Town agrees that the Easement areas shall be utilized in accordance with generally accepted practices of the water industry. The County, its successors and/or assigns shall have the right to grant non-exclusive rights, privileges and easements to other persons, firms or corporations which do not interfere with the Easement rights granted herein, and/or the rights of the Town under this Agreement.

2.3 County's Preparation and Recordation of Separate Deed Restrictions and Restrictive Covenants to run with the Property in the Public Records of Palm Beach County, Florida. As additional consideration for this Agreement, and in order to effectuate the foregoing grants of property rights to the Town, the County shall prepare a legal instrument in the form of a restrictive covenant ("Restrictive Covenant") which shall run with the Property and which shall subject the Property to all of the easements, reservations, conditions, limitations, and restrictions in favor of the Town as contained in this Agreement. The Restrictive Covenant shall be subject to review by the Town Attorney as to form and legal sufficiency, and by the Town Utilities Department Director or his designee, for compliance with the technical requirements and the intent and purpose of this Agreement. The Restrictive Covenant shall contain covenants, which are in substantially the same form as set forth below;

2.4 The Town, its successors and/or assigns, shall have the sole and exclusive right to contract, install, operate, maintain, use, repair, replace and provide all water distribution service, water service, and related infrastructure and other related services to the Property described in Exhibit "A" in addition to any property to which water service is already being provided by the Town. All occupants of any residence, building, unit, structure, or improvement erected or located on the Property, and all subsequent and/or future owners and/or purchasers of the Property or any portion thereof, are required to and shall receive water service from the Town, and all such persons and entities shall be obligated to pay all applicable user fees and service charges to the Town of Jupiter for so long as the Town continues to provide these services to the Property or portions thereof. By virtue of their ownership and/or occupancy of any residence, building, unit, structure, or improvement, erected or located on any portion of the Property, all such persons or entities, and any subsequent or future owner or occupants of any residence, building, unit, structure, or improvement, erected or located on any portion of the Property, as well as any person or entity that is the owner of

record by recorded deed or other instrument evidencing an ownership interest in all or a portion of the Property, expressly warrants, represents, and personally guarantees (jointly and severally, in the case of multiple owners), that they shall not: (1) use water service from any source other than that provided by the Town; (2) consent to, allow, or acquiesce in any third party's attempt to provide water service to all or a portion of the Property; (3) interfere with the Easement rights of the Town; and (4) alter, modify, or otherwise interfere in any way with the Town's Facility and the provision of water service. The only exception to the Town's exclusive right to construct the Facility and/or to provide water service to the Property and these restrictions, is a pre-existing water well or a pre-existing non-potable water source (such as a canal or waterway); that is used solely, exclusively, and in reasonable quantities and proportionate amounts, for the purpose of landscape irrigation to all or a portion of the Property."

2.5 County's Obligation to Include Restrictive Covenants in Additional Record Documents. In order to provide additional and supplementary notice to future owners of the Property (or portions thereof) of the Town's exclusive authority to provide water, water facilities and services to the Property, the County warrants and also agrees to include the terms and conditions of the foregoing Restrictive Covenant in the general subdivision restrictions developed for the Property, and in Declaration of covenants and restrictions prepared for governance of any community association that may be included within the Property or a portion thereof, and to file and record this Agreement, the Restrictive Covenants, and all other instruments, agreements, and documents in which the same or substantially same Restrictive Covenant is contained, with the Clerk of the Circuit Court in the Public Records of Palm Beach County, Florida at the County's sole expense. The County shall provide the Town with a certified copy of all such recorded documents after recording has been completed. The failure of the County to record the Restrictive Covenants, this Agreement, and all other such agreements as required herein, shall constitute a material breach of this Agreement, which shall be cause for termination of the Agreement by the Town pursuant to the Default and Termination provisions contained herein. Concurrent with the execution of this agreement, the County shall make an advance payment of Two Hundred Fifty and 00/100 Dollars \$250.00 as the initial payment of all the Town's costs to record this agreement. The actual costs of the recording if greater than \$250.00 shall be invoiced to the County and the County shall pay the Town within 30 days of the invoice date.

2.6 Expansion of Water Facility by Town beyond Easement Areas. In the event that the Town is required to, or desires to install any of its Facilities in lands within the Property lying outside the streets and the easements provided for herein, the County, its successors and/or assigns shall be required to grant to the Town, without any additional cost or expense to the Town, any and all additional easements that are required by the Town to accomplish any such "private property" water installations. The Town shall use its best efforts in the installation of any "private property" water service installation to minimally interfere with the then-primary use of the private property. The County shall cooperate and assist the Town in the exercise of joint due diligence in ascertaining all easement locations and underground utilities, however, in the event that the Town installs Facilities outside of a dedicated easement area, the County, its successors and/or assigns, covenant and agree that the Town shall not be required to move or relocate any Facilities located outside of a dedicated easement area, provided that the Facilities do not materially interfere with the then-primary use of the property in or upon which the Facilities have been installed. The Town shall not be responsible for the operation and maintenance of any portion of the County's Facility located outside of easements granted to the Town.

2.7 County's Preparation of Engineering Plans and Specifications. The County shall prepare or cause to be prepared engineering plans (prepared by and sealed by a professional engineer registered in the State of Florida and who specializes in water distribution design), depicting the Facility proposed to be installed for the provision of water service to consumers within the Property,

shall be submitted to the Town for review and final approval. The Town shall review and approve, or review and reject the plans and specifications submitted by the County within forty-five (45) days after receipt of said plans and specifications. At the County's sole expense, the County shall make corrections and modifications to any portion of the plans and specification, which are unacceptable to the Town, and shall resubmit the corrected or modified plans and specifications to the Town for further review until such time that the Town approves the plans and specifications. The Town shall have thirty (30) additional days to approve or reject any resubmitted plans and specifications. The County will, at its sole expense, obtain all necessary state, federal, and local permits and approval required for the construction of the Facility, and shall send written copies of all permit applications filed with state, federal and local entities to the Town, and provide the Town with copies of all written permits, approvals requests for additional information, or denial received by the County in connection with the permit applications. Upon final approval of all plans, specifications, drawings, instructions, and other construction documents approved by the Town, all such documents shall be Composite **Exhibit "D"** to this Agreement and shall be deemed incorporated herein by reference as if fully set forth herein. Upon final acceptance of the Facility, the County shall provide the Town with a complete set of as-built drawings for the Facility which shall become Composite **Exhibit "E"** to this Agreement, and shall be deemed incorporated herein by reference as if fully set forth herein.

2.8 Phase development. The detailed engineering plans may at the Town's sole discretion, be limited to an initial phase area of development only, provided that the proposed phasing is consistent with the Town's Comprehensive Plan and Water Master Plan, and the Town and the County execute a separate written Addendum to this Agreement evidencing the Town's consent to the use of phased development. In such case, the engineering plans for the future or subsequent phases of development, that include additional lots or tracts of land not included in the initial phase, shall be provided by the County to the Town at intervals or time periods which are mutually agreed upon by the Parties hereto in the Addendum. Notwithstanding any Addendum of the parties to add additional phases, each phase of development of the Property must conform to the Town approved master plan for the development of the Property. The master plan for the Property must be submitted by the County to the Town concurrent with, or prior to, the submission of the detailed engineering plans for the first phase of development. The County shall ensure that the County's project be used for the construction of the Facility, and complete instructions for the method and manner of installation. All signed and sealed engineering plans, drawings, specifications, instructions and related documents shall be submitted to the Town's Utility Director prior to the initiation of construction, and shall be subject to the final written approval of the Utility Director.

2.9 Construction of the Facility by the County. No construction on the Facility shall be commenced until the Utility Director has approved the plans, drawings, specifications, and related documents in writing, and has issued a Notice to Proceed. The County shall complete at its sole cost and expense, the Facility in strict accordance with the approved plans and specifications and within the time specified in the Notice to Proceed. When the County has reached substantial completion, which is the point where the County has completed 95% of the Facility, including the value of any approved supplemental agreements and with the exception of punch list work and the project is ready for the Town's final approval the Town will schedule an inspection of the Facility with the County. The purpose of this inspection will be to develop a final list of incomplete or deficient work, and the necessary completion of which will render the Facility complete, satisfactory, and acceptable by the Town. This list of incomplete or deficient work is herein after referred to as "punch list work." The County shall schedule the attendance of any required representative of subcontractors or suppliers providing materials and services on the Facility. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the County to complete all of the required work in accordance with the approved plans and specifications. All items that

require correction and that are identified after the preparation of the punch list remain the obligation of the County.

2.10 Quality Control. The Town shall control the quality of the installation, and shall be entitled to perform standard tests for pressure, line and grade, and all other normal engineering tests to determine that the Facility has been installed in accordance with the plans and specifications and good engineering practices. The County shall pay the Town the "Administrative Fees" which are set forth in the Town's Water System Extension Ordinance, as amended from time to time, which is incorporated herein by reference, and specifically including the cost of all testing, inspections, and re-inspections of the work performed by or on behalf of the County or County's contractor. Any inspection and testing is for the sole benefit of the Town and shall not relieve the County of the responsibility of providing quality control measures to assure that the work strictly complies with the plans and specifications. No inspection or testing by the Town shall be construed as constituting or implying acceptance. Inspection and/or testing shall not relieve the County of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the Town after acceptance of the completed work. The County, at its own expense, shall replace any material or correct any workmanship found by the Town not to conform with the approved plans and specifications. The County shall submit complete as-built drawings and plans to the Town upon completion of construction, and prior to the issuance of a certificate of completion for the Facility by the Town.

2.11 Final Acceptance of Facility by Town. Upon final acceptance of the Facility by the Town, the County shall convey to the Town, by Bill of Sale, in form as shown in Exhibit "I" satisfactory to the Town Attorney, the complete on-site water distribution system as constructed by County and approved by the Town. The County shall further cause to be conveyed to the Town all easements and/or rights-of-way covering areas in which water lines are installed by recordable document in form which is satisfactory to the Town Attorney. All conveyance of easements or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the Town Attorney, and which demonstrate and establish the County's rights to convey such easement or rights-of-way, and further, evidencing the Town's right to the continuous enjoyment of the easements or rights-of-way to the exclusion of any other person in interest. The use of easements granted by County shall include the use by other utilities so long as such uses by electric, telephone or gas utilities do not interfere with the use by the Town. The acceptance of the Facility by the Town and the acceptance of the Bill of Sale shall commence the Town's responsibility for the continuous operation and maintenance of the Facility from that date forward. Any and all mortgagees, holding prior liens on such properties shall be required to release their respective liens, subordinate their position or join in the grant or dedication of the easement or rights-of-way. All water distribution facilities, excluding only consumer installations, shall be subject to and included as part of the easements or rights-of-way conveyed to the Town by the County, if not already located within platted or dedicated roads or rights-of-way.

2.12 Governmental Approvals by other Regulatory Agencies. The Parties recognize that prior to the Town's provision of service hereunder, the County must obtain approval from various state and local governmental authorities with jurisdiction and regulatory power over the construction, maintenance and operation of water facilities. If the Property is under franchise or the governmental jurisdiction of others, the Town shall use due diligence to obtain all necessary and required governmental approvals. Applications for the approval of plans for the Facility shall be forwarded by the County to the Florida Department of Health within ten (10) days of the receipt of Town approved plans from County's engineer. In the event that any of the applications for Governmental Approvals are rejected or the Town determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that the Town determines that it will be unable to use the Property for the intended Facility,

the Town shall have the right to terminate this Agreement. Notice of the Town's exercise of its right to terminate shall be given to the County in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Town. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations to each other.

2.13 County's Obligations For Payment of Water Meter Fees. The County is required to pay all applicable fees (as established by the Town Council from time to time) for water meters and meter installations of sufficient capacity for all single family residential, multi-family residential, mobile homes, commercial installations, and/or any other connection requiring a measuring device. A schedule of meter fees and reference to the Town's Backflow prevention requirements is attached hereto as **Exhibit "B"** and incorporate herein by reference.

2.14 Payment of Water Service Charges by County and Individual Consumers. The County and all individual consumers of the water service are obligated to timely pay the Town the charges for water service based upon rates established in the current water rate ordinance of the Town of Jupiter. Notwithstanding any provision in this Agreement, from time to time in the future, the Town may establish, amend, or revise its water rate ordinances, may establish, amend, revise and enforce the Town's rules and regulations governing the provision of water service to the Property.

2.15 County's Ownership Rights to Property. The County and the Mortgagee(s) and/or all other lien holders of record (if any) as indicated by their respective signatures on this Agreement, jointly and severally personally warrant and guarantee the County's ownership of the Property as legally described and depicted in **Exhibit "A"**, and warrant that the County has the legal right to grant the exclusive rights of service, together with all Easement and rights-of-way to the Town, and to make all other promises and representations contained in this Agreement.

2.16 Consumer Installation to Facility. The County and/or any owner or occupant of any residence, building, structure, or unit located on the Property, shall not have the right to, and shall not connect any consumer installation to the Facility of the Town, until a properly executed written application for service has been submitted to the Town by the prospective user, and approval by the Town for the requested connections has been granted. Although it is the sole responsibility of the County to connect the consumer's installation to the lines of the Town Facility at the Point of Delivery, the parties agree as follows:

- (a) All consumer installation connections must be inspected by the Town and final Town approval obtained before the County may backfill and cover any pipes;
- (b) Notice to the Town must be given by the County of all completed installation of Town approved consumer connections together with a request for a final inspection of the consumer installation connection, and the Town shall use its best efforts to complete the inspection in a timely manner after receipt of the request from the County.
- (c) If the County does not comply with the foregoing notice and inspection requirements, the Town may refuse service to a connection that has not been inspected and received final Town approval, until County complies with these provisions.

Whenever the development of the Property invoices one consumer or a unity of title of several consumers, and in the opinion of the Town, ownership by the Town of the internal water distribution system is not necessary, then, at the option of the Town, County shall retain ownership and the obligation for maintenance of such on-site facilities, located on the discharge side of a master meter, as consumer installation.

2.17 For those properties located outside the Town of Jupiter's municipal boundaries, it is understood and agreed by the Developer parties hereto that the furnishing of municipal water service to the Property, described in Exhibit 'A', by the Town of Jupiter is done on a conditional basis. As a condition of the Town's provision of water service, the Developer, its successors or assigns, hereby agree to annex the aforementioned property in accordance with Chapter 171 Florida Statutes or any successor Statute or amendments thereto into the Town of Jupiter before or concurrent with the execution of this agreement if the Property is contiguous to the Town's then existing municipal boundaries. Should the Property not be contiguous to the municipal boundaries of the Town as defined by Section 171.031 of the Florida Statutes, then the Developer/property owner, its successors or assigns shall immediately annex upon demand by the Town once the Property becomes contiguous. The premises shall be subject to annexation at the option of the Town at any time they are eligible under any one or more of the above referenced laws concerning annexation. The Developer/property owner shall inform any and all purchasers, successors or assigns of this agreement to annex and its applicability to such purchasers.

2.18 County's Duty to Comply with Section 286.23, Fla. Stat. Pursuant to Section 286.23(1), Fla. Stat., (as amended from time to time) any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or other form of representative capacity whatsoever for others, shall, before entering into a contract whereby the real property held in the representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local government unit, make a public disclosure in writing, under oath, and subject to the penalties of perjury, stating the name and physical address of every person having a beneficial interest in the real property, however minimal. The written disclosure required by this Section shall be provided by the County and made to the Town of Jupiter, Florida. Attention: Town Manager, 210 Military Trail, Jupiter, Florida 33458. The disclosure will be made an integral part of this Agreement and will be attached hereto as **Exhibit "H"**.

ARTICLE 3. WARRANTIES OF THE COUNTY

3.1 **WARRANTY OF COMPLIANCE WITH LAWS.** The County warrants to the Town that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract. The County warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

3.2 **WARRANTY AGAINST BREACH OF, OR DEFAULT IN OTHER OBLIGATION.** The County warrants to the Town that the consummation of the work provided for in the plans and specifications and this Agreement will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the County is a party.

3.3 **WARRANTY OF EXCLUSIVENESS.** The County warrants that it shall not engage in the business or businesses of providing water services to the Property during the period of time the Town, its successors and/or assigns, provides water services to the Property, it being the express intention of the Parties that the Town shall have the sole and exclusive right and privilege to provide water services to the Property and to the occupants of each residence, building, structure or unit constructed thereon.

3.4 **WARRANTY OF EXCLUSIVE OWNERSHIP.** All water facilities used, useful or held for use in connection with providing water service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the Town, its successors and/or assigns, and any person or entity owning any part of the Property or any residence, building, structure, or unit constructed or located

thereon, and the County and its successors and/or assigns shall not have any right, title claim or interest in and to the Facilities or any part of them, for any purpose, including the furnishing of water services to other persons or entities located within or beyond the limits of the Property. Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by the Town from time to time in the future, shall be binding upon County and upon any user or consumer of the water service provided to the Property by the Town.

3.5 **WARRANTY AS TO HAZARDOUS SUBSTANCES.** The County represents that it has no knowledge of any substance, chemical, or waste (collectively "substance") upon or within the property of any easement to be granted to the Town and any other portion of the Property of the County, that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation, and that there is no known violation of any such law or regulation existing within or upon the Easement at the time of execution of this Agreement. "Hazardous Material" means any solid gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law. "Environmental Law" means any and all present or future federal state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to (i) human health; or (ii) environmental pollution, impairment or disruption, including without limitation, laws governing the existence, use, storage, treatment, discharge, release containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment. The County will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on or in any way related to the Property.

ARTICLE 4. COUNTY'S INDEMNIFICATION.

4.1 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Town against any actions, claims, or damages arising out of County's negligence in connection with this agreement, and Town shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Town's negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.

ARTICLE 5. CONTRIBUTION-IN-AID OF CONSTRUCTION

5.1 As an inducement to the Town to provide the water treatment facilities and to continuously provide consumers located on the Property with water services, the County, its successors and/or assigns agrees to cause the construction and to transfer ownership and control to the Town to the on-site water distribution system referred to herein, as a contribution-in-aid-of-construction. Payment of the contribution-in-aid-of-construction does not and shall not result in the

town's waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by County's making the contribution.

5.2 The Town shall not be obligated to refund the County any portion of the value of the contribution-in-aid-of-construction for any reason whatsoever, nor shall the Town pay any interest or rate of interest upon the contributions. In addition to the contribution of the internal water distribution system, and further, to induce the Town to provide water treatment plant capacities, County hereby agrees to pay to the Town, as a further contribution-in-aid-of-construction, the sums of money as set forth in **Exhibit "C"**, attached hereto and made a part hereof. The payment by County of the sum set forth in **Exhibit "C"**, in accordance with the times and the manner set forth therein, shall be considered essential to the continued performance by the Town of the terms and conditions of this Agreement. As used in this Agreement, the term "contribution-in-aid-of-construction" shall mean both the contribution of lines and the contribution of monies set forth in **Exhibit "C"**.

5.3 Neither County nor any person or other entity holding any of the Property by, through or under County, or their successors or assigns, shall have any present or future right, title, claim or interest to the contributions-in-aid-of-construction or to any of the water facilities and properties of the Town, and all prohibitions applicable to the County with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. No consumer of water service shall be entitled to offset any bill or bills rendered by the Town for such service or services against the contributions, County shall not be entitled to offset the contributions against any claim or claims of the Town.

ARTICLE 6. NOTICES

6.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt required or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Town	The Town of Jupiter, Florida Attention: Utilities Department 210 Military Trail Jupiter, FL 33431-5784 Tel: 561-746-5134
With a copy to:	Town Attorney c/o Thomas J. Baird, P.A. Jones, Foster, Johnston & Stubbs, P.A. 801 Maplewood Dr Ste 22-A Jupiter FL 33458 Tel: 561-650-8233
County:	Palm Beach County Board of Commissioners Capital Improvement Division 2633 Vista Parkway West Palm Beach FL 33411 Attention: John Chesher

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

ARTICLE 7. SUCCESSORS & ASSIGNS

7.1 This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

ARTICLE 8. DEFAULT

8.1 In the event there is a breach by the County with respect to any of the provisions of this Agreement or its obligations under it, the Town shall give the County written notice of such breach. After receipt of such written notice, the County shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided the County shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the County commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

8.2 In the event there is a breach by the Town with respect to any of the provisions of this Agreement or its obligations under it, the County shall give the Town written notice of such breach. After receipt of such written notice, the Town shall have thirty (30) days in which to cure any such breach, provided the Town shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Town commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

ARTICLE 9. REMEDIES

9.1 Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefore. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default.

ARTICLE 10. APPLICABLE LAWS

10.1 During the term of this Agreement, County shall maintain the Property in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). The County shall in respect to the condition of the Property and at County's sole cost and expense, comply with (a) all Laws relating solely to County's specific and unique nature of use of the Property and (b) all building codes requiring modifications to the Property, due to the improvements being made by the County in and upon the Property.

ARTICLE 11. FUNDING

11.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the County of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the Town.

ARTICLE 12. SURVIVAL

12.1 The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

ARTICLE 13. CAPTIONS

13.1 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

ARTICLE 14. ATTORNEY'S FEES

14.1 This Article intentionally left blank.

ARTICLE 15. ASSIGNMENT

15.1 This Agreement shall be binding upon and shall inure to the benefit of County, the Town and their respective successors or assigns by merger, consolidation or conveyance. The County shall not assign this Contract, nor shall the County assign any of its rights or delegate any of its duties hereunder without the prior written consent of the Town. The Town may withhold consent to any requested assignment by the County for any reasons or for no reason, and may require payment by the County of an additional administrative fee as well as any legal fees which may be incurred by the Town in connection with the review and processing of any requested assignment.

ARTICLE 16. INTEGRATION

16.1 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between County and the Town, made with respect to the matters herein contained, and when duly executed, constitutes the Agreement between County and the Town. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed.

ARTICLE 17. GOVERNING LAW, VENUE & EFFECTIVE DATE

17.1 This Agreement shall be governed by the laws of the State of Florida. The effective date ("Effective Date") of this Agreement shall be upon final approval and execution by the Town Council for the Town of Jupiter, Florida. Venue shall be in Palm Beach County, Florida.

ARTICLE 18. MISCELLANEOUS PROVISIONS

18.1 Any reviews, inspections, tests, and acceptances, or the absence thereof by the Town of the plans and specifications and the construction of the Facility shall not constitute a waiver by the Town of any claims arising from: (1) fault or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances and (4) tort claims.

18.2 Accord and satisfaction. In the event the County pays an amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. The Town may accept any check or payment without prejudice to the County's right to recover the balance due or to pursue any other remedy.

available to the Town pursuant to this Agreement or under the law.

ARTICLE 19. LIST OF AGREEMENTS EXHIBITS
(ALL OR WHICH ARE INCORPORATE HEREIN AND MADE A PART HEREOF):

- EXHIBIT A: COUNTY'S PROPERTY WITH LEGAL DESCRIPTION AND LOCATION MAP
- EXHIBIT B: SCHEDULE OF METER FEES AND BACKFLOW PREVENTION REQUIREMENTS
- EXHIBIT C: CONTRIBUTION-IN-AID-OF-CONSTRUCTION
- EXHIBIT D: TOWN APPROVED CONSTRUCTION PLANS, DRAWINGS, AND SPECIFICATIONS, FOR THE FACILITY
- EXHIBIT E: FINAL AS-BUILT DRAWINGS FOR THE FACILITY PROVIDED BY COUNTY TO TOWN AFTER FINAL ACCEPTANCE OF THE FACILITY BY THE TOWN
- EXHIBIT F: LEGAL DESCRIPTION OF KNOWN EASEMENT(S) GRANTED BY COUNTY TO THE TOWN
- EXHIBIT G: LOCATION SKETCH OF KNOWN EASEMENT AREA(S)
- EXHIBIT H: COUNTY'S DISCLOSURE FORM REQUIRED PURSUANT TO SECTION 286.23, FLORIDA STATUTE
- EXHIBIT I: FORM OF BILL OF SALE

**TOWN OF JUPITER, a municipal
Corporation of the State of Florida**

By: _____
Sally M. Boylan, Town Clerk

By: _____
Andrew D. Lukasik, Town Manager


Approved as to form and legality

By: _____
Thomas J. Baird, Town Attorney

ATTEST
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

Deputy Clerk, Print Name

Mayor 

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Assistant County Attorney

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

Notary Seal

Notary Public

My Commission expires:

EXHIBIT "A"

Burt Reynolds Park - West Side Expansion

LEGAL DESCRIPTION OF COUNTY'S PROPERTY:

BURT REYNOLDS PARK - WEST SIDE EXPANSION - LEGAL DESCRIPTION:

A PORTION OF A PALM BEACH COUNTY PARCEL RECORDED IN DEED BOOK 1083, PAGE 91, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 720, PAGE 332, OF SAID PUBLIC RECORDS, LYING IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, AND IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH QUARTER (N.1/4) CORNER OF SAID SECTION 6;
THENCE ALONG THE NORTH LINE OF SAID SECTION 6, N89°58'29"W FOR 125.39 FEET TO THE WEST LINE OF SAID PALM BEACH COUNTY PARCEL, RECORDED IN OFFICIAL RECORD BOOK 720, PAGE 332;
THENCE ALONG SAID WEST LINE, S08°49'57"W FOR 81.49 FEET TO THE EAST RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY, RECORDED IN PLAT BOOK 17, PAGE 3A. OF SAID PUBLIC RECORDS;
THENCE ALONG SAID EAST RIGHT-OF-WAY, S18°01'53"E FOR 636.89 FEET TO THE NORTHERLY BOUNDARY OF A TOWN OF JUPITER PARCEL, RECORDED IN OFFICIAL RECORD BOOK 11236, PAGE 1939 OF SAID PUBLIC RECORDS;
THENCE ALONG SAID NORTHERLY BOUNDARY FOR THE FOLLOWING THREE (3) COURSES:

- 1) THENCE N56°58'07"E FOR 138.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.50 FEET;
- 2) THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60°37'03" FOR 104.21 FEET;
- 3) THENCE RADIAL TO SAID CURVE, N86°21'04"E FOR 102.25 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1, RECORDED IN ROAD PLAT BOOK 2, PAGE 110 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2924.93 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING FOUR (4) COURSES:

- 1) THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°39'19" FOR 288.70 FEET TO A POINT OF TANGENCY;
- 2) THENCE N07°51'26"W FOR 233.77 FEET TO THE SAID NORTH LINE OF SECTION 6;
- 3) THENCE ALONG SAID NORTH LINE, N89°58'26"W FOR 40.38 FEET;
- 4) THENCE N07°51'26"W FOR 36 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE JUPITER RIVER;

THENCE MEANDERING SAID MEAN HIGH WATER LINE FOR THE FOLLOWING COURSES:

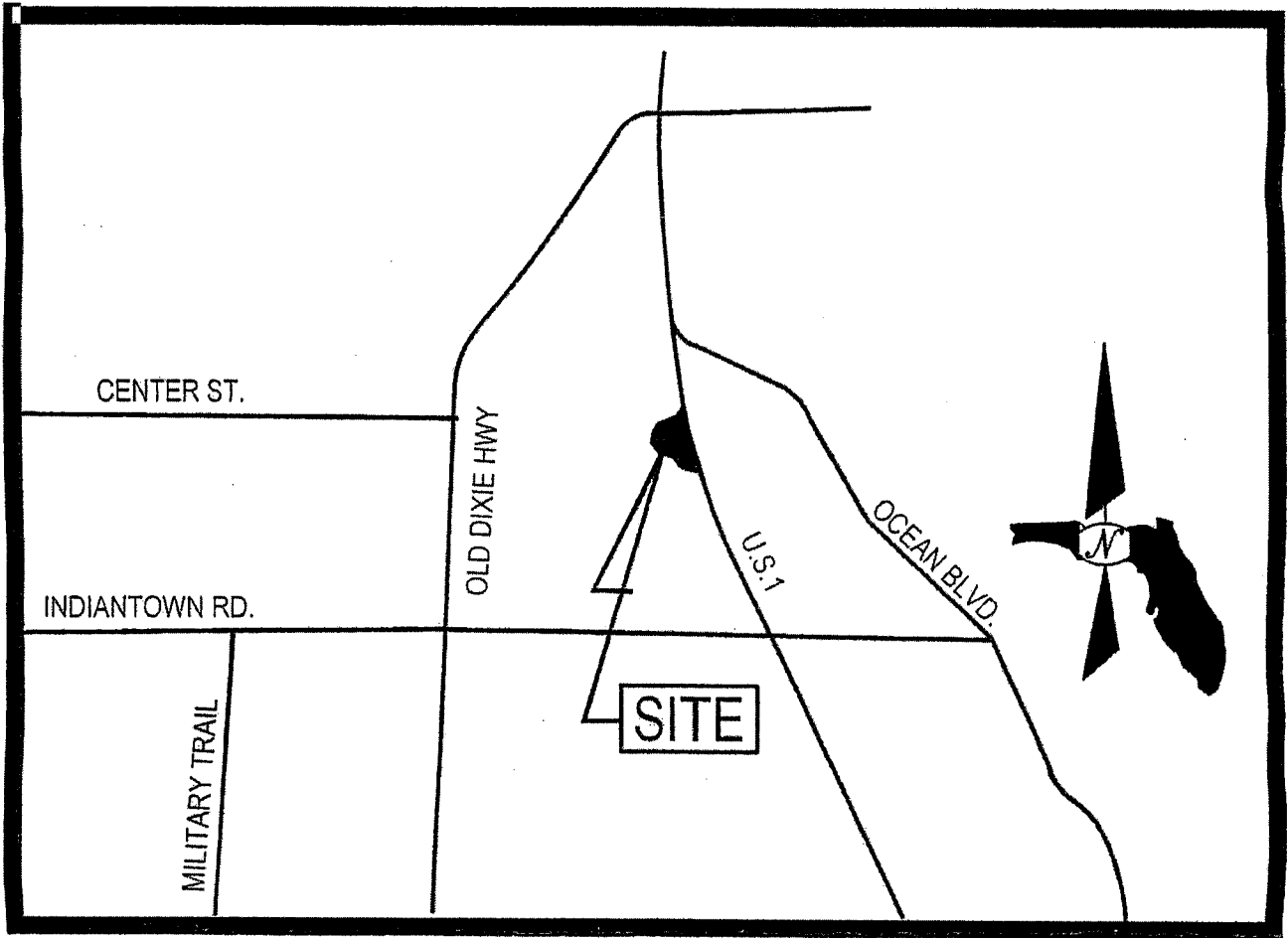
- 1) THENCE S84°30'00"W FOR 147 FEET, MORE OR LESS;
- 2) THENCE S48°00'45"W FOR 32.13 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6;

THENCE ALONG SAID NORTH LINE OF SECTION 6, N89°58'26"W FOR 21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 4.81 ACRES, MORE OR LESS.

BEARING BASIS: N07°51'26"W (GRID) ALONG THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1, REFERENCED TO A BEARING OF N89°58'26"W (GRID) ALONG THE NORTH LINE OF SECTION 6.

PCN: 30-43-40-31-00-006-0010



VICINITY MAP
NOT TO SCALE

EXHIBIT "B"
Burt Reynolds Park - West Side Expansion
SCHEDULE OF METER FEES AND BACKFLOW PREVENTION REQUIREMENTS

SCHEDULE OF DOMESTIC METER FEES

<u>Radio Read</u> <u>Metering Required</u>		
3/4"	meter	\$325.00
1"	meter	\$450.00
1 1/2"	meter	\$650.00
2"	meter	\$700.00
All above sizes - Meter Re-Set Fee:		\$25.00

The above meters are of the disc-piston, positive displacement type meters normally used for household and similar low volume usage such as multi-family buildings and small commercial establishments.

Single family residential homes that are a minimum 3,500 square feet in size and built on property of 0.25 acres or larger, shall be required to install a minimum of a 1 inch meter to meet the domestic and irrigation needs of the property. Single family residential homes that do not require potable water as an irrigation system source and are a minimum 4,000 square feet in size shall be required to install a minimum of a 1 inch meter to meet the domestic needs of the property.

SCHEDULE OF COMMERCIAL METER FEES

<u>Radio Read</u> <u>Metering Required</u>		
1 1/2"	meter	\$825.00
2"	meter	\$850.00

The above meters are Turbine type meters normally used for commercial and similar high volume usage such as irrigation systems. Please contact the utility to determine which style of meter shall be required for a specific application.

Commercial and multi-family meter installations larger than 2 inches shall be provided and installed by the County as per specifications of the Town of Jupiter Utilities. County must submit plans for approval by the Utilities Department before installation. After the Utilities' acceptance of the meter, the meter shall be deeded to the Town by the County. Additional meter installation charges may apply to all residential, multi-family and commercial accounts when the meter installation costs exceed the above customary costs for meter fees due to location, type of roadway, driveways, sidewalks, or interference by other utilities.

Additional meter installation charges may apply to all residential, multi-family and commercial accounts when the meter installation costs exceed the above customary costs for meter fees due to location, type of roadway, driveways, sidewalks, or interference by other utilities.

Pursuant to the Town of Jupiter Water System Backflow Prevention Program, it shall be the duty of the customer-user at any premise where a backflow device or assembly is required to be installed to ensure its proper operation, maintenance, testing and certification of the device or assembly. In the instance of any commercial or residential community being served by wastewater reuse, the County shall cause the community property, unit or home owner association to be responsible for operation, maintenance, testing and certification of all backflow devices and assemblies within the entire community.

EXHIBIT "C"

**Palm Beach County
Burt Reynolds Park - West Side Expansion**

CONTRIBUTION-IN-AID-OF-CONSTRUCTION

The County, and its successors and/or assigns shall pay to the Town, in accordance with the terms and conditions set forth below, the sums of money set forth herein as additional contributions-in-aid-of-construction. The Town Council has adopted The Town of Jupiter Water System Extension Ordinance ("Ordinance"), which is incorporated herein by reference as if fully set forth herein. The County, its successors and/or assigns shall be bound by the provisions of the Ordinance and all subsequent amendments thereto, including, but not limited to, the payment of plant capacity fees, conveyance of on-site facilities to the Town, payment of a contribution-in-aid-of-construction for County's hydraulic share of off-site facilities extended to the Town to County's Property; and payment by County, its successors and/or assigns of all Administrative Fees, more specifically provided for in the Ordinance as amended.

The County has represented under oath to the Town that the Property contains approximately 4.81 +/- acres, which has been approved for development as follows:

TYPE OF CONSTRUCTION: **County Park - Recreation/Restrooms/Irrigation**
 1,562gpd irrigation ÷ 350gpd/ERC = 4.5 ERCs irrigation
 4 toilets x 200gpd per toilet ÷ 350gpd/ERC = 2.3 ERCs

Total Number of Units: **6.8 ERCs**
 6.8 ERCs - 2 ERCs Existing = 4.8 ERCs with this agreement

Water uses will be monitored on an annual basis and shall require additional reservation if uses exceed reserved capacity. Backflow assemblies are required on all meters prior to the rendering of water service to the project.

Based upon the proposed construction Project of the County's as set forth above, the Town has determined that the County "Fair Share Allocation of Off-site Facilities" **Three Thousand Two Hundred Eleven and 20/100 Dollars (\$3,211.20)**. This monetary amount is based upon \$669.00 per ERC for each of the **4.8 ERCs** anticipated to be constructed by the County.

The County, or its successors and/or assigns is required by the Ordinance to pay the Town plant capacity fees, which are estimated as of the date of execution of this Agreement, to be **\$2,270.00** for each of the **4.8 ERCs** proposed to be constructed by the County. The County, its successors and/or assigns shall also be subject to the automatic escalation provisions contained in the Ordinance which may result in increases of the plant capacity fees from time to time during the life of the County's project. The Town has advised the County that the Town is conducting a system capacity study and that the County shall be subject to the results of such study notwithstanding the payment of the agreed-upon Guaranteed Revenue.

The County's Fair Share Allocation of Plant Capacity Fees is **Ten Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$10,896.00)**.

Concurrently with the execution of this Agreement, the County has paid the sum of **Fourteen Thousand One Hundred Seven and 20/100 Dollars (\$14,107.20)**, which represents payment of one hundred percent (100%) of the Connection Fees for the ERCs referred to in this Agreement.

The Town shall provide water capacity and availability during the term of this Agreement to meet all of the obligations established by the Agreement. The

Burt Reynolds Park - West Side Expansion
Exhibit "C"
Page 2

parties recognize that the Town has invested substantial sums of money for the construction of treatment plant facilities in order to provide capacity for the County and other Developers. The County, its successors and/or assigns shall be responsible for certain guaranteed payments of revenue in order to support the Town's investment in its water treatment plant facilities. Both parties recognize that the Town has incurred and continues to incur certain costs in order to carry capacity for the County's project. Concurrently with the execution of this Agreement, the County has paid to the Town and the Town acknowledges receipt of **Five Thousand Five Hundred Ninety and 08/100 Dollars (4.8 ERCs x \$1,164.60/ERC = \$5,590.08)** in accrued guaranteed revenues as reimbursement for previously advanced carrying costs attributable to the County's project.

The County, its successors and/or assigns shall construct and connect the number of ERC's reserved in this Agreement in an orderly and expeditious manner subject to market and other conditions beyond its control. The County shall also make payment to the Town the amount of the guaranteed revenues ("Guaranteed Revenues") in accordance with the schedule set forth below. Guaranteed Revenues shall be paid for one hundred percent (100%) of the total ERC's reserved pursuant to this Agreement on an annual basis until the reserved capacity is connected in full. In the event that the Guaranteed Revenues are not paid by the County or the County fails to pay any monies to the Town required by this Agreement, the Town shall not be required to provide water service in accordance with this Agreement and the County shall be considered in default. All payment provisions of their Agreement, including but not limited to the payment of the Guaranteed Revenues to the Town by the County, shall be covenants running with the land (i.e. Property) and so shall the performance in full of all payment provisions by the County, be a condition precedent to the provision of further water service to the County, its successors and/or assigns or subsequent owners of the Property.

Concurrently with the execution of this Agreement, the County has paid the Town and the Town acknowledges receipt of **One Thousand One Hundred Eighteen and 02/100 Dollars (\$1,118.02)** of Guaranteed Revenues calculated as follows:

$$4.8 \text{ ERC} \times \$19.41/\text{ERC}/\text{month} \times 12 \text{ months} = \$1,118.02$$

Concurrently with the execution of this Agreement and in accordance with the Ordinance, the County has paid to the Town, and the Town acknowledges receipt of **Five Hundred Sixty Four and 29/100 Dollars (\$564.29)** for all **Administrative Fees** calculated at four percent (4%) of the full capacity fees and off-site fees.

This Agreement shall be filed, in the office of the Clerk of the Circuit Court of Palm Beach County, Florida and recorded in the Public records of Palm Beach County at the sole cost of the County. Concurrent with the execution of this Agreement, the County shall make an advance payment of **\$250.00** as the initial payment of the Town's recording costs of this Agreement and all Exhibits hereto. The actual costs of the recording if greater than **\$250.00**, the excess amount shall be invoiced to the County by the Town, and the County shall pay the Town within 30 days of the invoice date.

The County shall pay the Town for the installation of a water meter at each unit in accordance with the Town's standard water service installation requirements, with payment to be made at the time service is rendered. Meter installation fees, security deposits and application fees shall be paid concurrently with the request for individual meter service and shall be in the amount prescribed in the Ordinance in effect at the time the application for service is submitted to the Town.

EXHIBIT "D"

Burt Reynolds Park - West Side Expansion

TOWN APPROVED CONSTRUCTION PLANS, DRAWINGS & SPECIFICATIONS FOR FACILITY

EXHIBIT "E"

Burt Reynolds Park - West Side Expansion

AS-BUILT DRAWINGS OF FACILITY AFTER FINAL ACCEPTANCE
OF FACILITY BY TOWN.

EXHIBIT "F"

Burt Reynolds Park - West Side Expansion

LEGAL DESCRIPTION OF ALL EASEMENT DEEDS TO BE GRANTED BY
DEVELOPER AT TIME OF EXECUTION OF AGREEMENT.
*ADDITIONAL EASEMENT DEEDS MAY BE REQUIRED.

EXHIBIT "G"

Burt Reynolds Park - West Side Expansion

LOCATION SKETCHES OF EASEMENTS TO BE DEEDED BY DEVELOPER TO
TOWN PRIOR TO FINAL ACCEPTANCE OF FACILITY BY TOWN.

Exhibit "H"

Burt Reynolds Park - West Side Expansion

DEVELOPER'S DISCLOSURE FORM REQUIRED PURSUANT TO SECTION 286.23, FLORIDA STATUTE

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, on oath deposes and says:

1. That my name is _____ and my address is _____.

2. That the name and addresses of every person having a beneficial interest in the real property described in **Exhibit "A"** attached hereto, are as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

3. That this disclosure is made pursuant to Section 286.23, Florida Statutes, and under oath and subject to the penalties prescribed for perjury.

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Notary Public

My commission expires:

EXHIBIT "I"
FORM OF **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that _____ a

Corporation, of the County of _____ and State of _____,
Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar,
lawful money of the United States, and other good and valuable consideration, paid by
the Town of Jupiter, Party of the Second Part, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, conveyed, transferred and delivered, and
by these presents does grant bargain, sell, convey, transfer and deliver unto the said
Party of the Second Part, its successors and/or assigns, the following goods and
chattels, located in the County

of _____, and State of Florida, to wit:

THIS BILL OF SALE OF EXHIBIT "I" BECAME EFFECTIVE ON THE DATE OF RECORDATION

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors,
administrators, successors and/or assigns forever.

And said Party of the First Part, for itself, its successors and/or assigns, does
hereby covenant to and with the said Party of the Second Part, its successors and/or
assigns, that said Party of the First Part is the lawful owner of the said goods and
chattels; that the same are free from all encumbrances; that Party of the First Part
has good right to sell the same as aforesaid; and, that Party of the First Part shall
Warrant and defend the sale of the said property, goods and chattels hereby made, unto
the said Party of the Second Part, its successors and/or assigns, against the lawful
claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Party of the First Part has hereunto set their hands

and seal(s) this _____ day of _____, 20____.

Signed, sealed and delivered
in presence of:

BY: _____

ATTEST: _____

(SEAL)

STATE OF _____,

COUNTY OF _____,

I HEREBY CERTIFY that on this day personally appeared before me, an officer(s) duly
authorized to

Administer oaths and take acknowledgments, _____ and
to me well known to be the person(s) described in and who executed the foregoing BILL
OF SALE, and acknowledged before me that he/she executed the same freely and
voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last above written,

this _____ day of _____, 20____.

My Commission Expires _____

Notary Public

Watermain and Related Appurtenances Installation Cost Breakdown

[illegible]

I hereby certify the above cost breakdown is complete and accurate as to the scope of the water service agreement.

Date _____

Property Owner Signature

Form 1 as attachment to 'Bill of Sale' mngmt\wp61\agrmnts\wtrcost.xls

UTILITIES
PO BOX 8900
JUPITER FL 33468-8900

FAX (561) 741-2539

September 30, 2014

Dear Assistant County Administrator,

Attached are the Bill of Sale form, cost breakdown sheet (Exhibit T) and typical easement deed form. These are standard forms issued with all Water Service Agreements and shall be required for only those Agreements where watermain extensions, fire hydrants, compound/master metering and related appurtenances are required of the Developer in order to receive adequate water service for the project. These form(s) are to be completed by the person(s) or entity(ies) whom/which executed the Water Service Agreement with the Town of Jupiter. **These forms are required to be submitted upon completion of the distribution system installation and prior to the final acceptance of the distribution system by the Town of Jupiter Water Utility.** Please complete these forms and attach the written legal description for the easement marked Exhibit 'A' and return to:

TOWN OF JUPITER UTILITIES
PO BOX 8900
JUPITER, FL 33468-8900

Upon return of the Bill of Sale and cost breakdown, the Town of Jupiter shall maintain these documents on file. Upon return of the easement deed, The Town shall proceed to record this document with the Palm Beach County Clerk of the Circuit Courts. All fees associated with the recording of the Easement Deed shall be the Developer's responsibility. Any costs incurred by the Town shall be reimbursed by the Developer within 30 days of receipt of invoice from the Town. A recorded copy of this easement deed shall be provided to the Developer upon receipt by the Town of all fees invoiced in association with this easement deed.

If there are any questions regarding the Bill of Sale, cost estimate breakdown sheet or easement deed please feel free to contact our office.

Sincerely,

Town of Jupiter Utilities

TOWN OF JUPITER UTILITIES

PO BOX 8900 JUPITER, FLORIDA 33468-8900
PHONE (561) 741-2300 FAX (561) 741-2539

STATEMENT OF FEES

DATE 09/30/2014

John Chesher, Director
Palm Beach County
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Water Service Agreement - Burt Reynolds Park - West Side Expansion

4.5 ERCs Irrigation + 2.3 ERCs restrooms = 6.8 ERCs Total Project 6.8 ERCs - 2 ERCs Existing = 4.8 ERCs due					<u>TOTAL FEE</u>
Off-Site Fee:	4.8	ERC	x	\$669.00 /ERC	\$3,211.20
Capacity Chg:	4.8	ERC	x	\$2,270.00 /ERC	\$10,896.00
Admin Fee:	4.8	ERC	x	\$117.56 /ERC	\$564.29
AGRF:	4.8	ERC	x	\$1,164.60 /ERC	\$5,590.08
Guaranteed Rev:	4.8	ERC	x	\$19.41 /ERC x 12 months	\$1,118.02
Recording Fee	1.0		x	\$250.00	\$250.00
Meter Fees					
Meter Fee: 3/4"	0		x	\$325.00	\$0.00
Meter Fee: 1"	0		x	\$450.00	\$0.00
Meter Fee: 2"	0		x	\$700.00 RF	\$0.00
Tap Fee: NA	0		x	\$1,015.00	\$0.00
Security Deposit:	0		x		\$0.00
Application Fee:	0		x	\$15.00	\$0.00
Balance Due					<u>\$21,629.59</u>
Fees shown shall be due at time of signing of water service agreement. Backflow assemblies may be required on all meters prior to the rendering of water service. All consumption will be reviewed in 12 months for compliance to reservation. Additional fees may be due at that time. Meter fees will be determined at a later date. All meter fees will be due prior to setting the meters.					
					PAY LAST AMOUNT IN THIS COLUMN