

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

Meeting Date: April 7, 2015 **Consent [X]** **Regular []**
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the month of December 2014:


- A) Standard Potable Water and Wastewater Development Agreement with D. R. Horton, Inc., # 02-01138-000 (District 2);
- B) Standard Potable Water and Wastewater Development Agreement with Kennedy Homes, LLC, #01-01228-000 (District 7);
- C) Standard Potable Water & Wastewater Development Renewal Agreement with Midland Commons, Inc., #02-01101-000 (District 3);
- D) Standard Potable Water & Wastewater Development Renewal Agreement with Corporate Center West, LLC, #01-01173-000 (District 6);
- E) Standard Potable Water & Wastewater Development Renewal Agreement with Diversified Property Service Associates, LLC, #02-01123-001 (District 3);
- F) Standard Potable Water & Wastewater Development Renewal Agreement with Grove Nurseries, Inc., #05-01087-000 (District 5); and
- G) Standard Potable Water & Wastewater Development Renewal Agreement with D.R. Horton, Inc., #02-01118-002 (District 2).

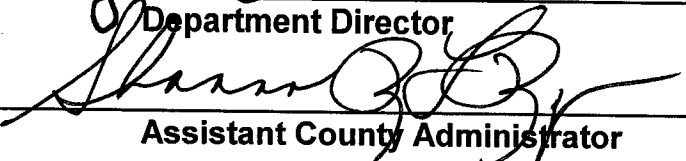
Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County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

Background and Justification: WUD's Uniform Policies and Procedures (UPAP) require Standard Development Agreements to obtain concurrency for water and/or wastewater service. **Continued on Page 3**

Attachments:

- A. Two (2) Original Standard Potable Water & Wastewater Development Agreement # 02-01138-000
- B. Two (2) Original Standard Potable Water & Wastewater Development Agreement # 01-01228-000
- C. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01101-000
- D. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #01-01173-000
- E. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01123-001
- F. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #05-01087-000
- G. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreements #02-01118-002

Recommended By:  **2-20-15**
Department Director Date

Approved By:  **5-8-15**
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$94,082.86)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$94,082.86)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No 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: Debra M West

III. REVIEW COMMENTS

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

[Signature] 2/24/15
 OFMB
 2/23 2/27

[Signature] 3/3/15
 Contract Development and Control
 3-2-15 [Signature]

B. Legal Sufficiency:

[Signature] 3/5/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

Continued from Page 1

The terms and conditions for Standard Development Agreements are outlined in the WUD's UPAP Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

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

A) Standard Potable Water and Wastewater Development Agreement with D. R. Horton, Inc., # 02-01138-000. This Agreement authorizes the developer to reserve 15.50 Equivalent Residential Connection's (ERC) for both potable water and wastewater.

B) Standard Potable Water and Wastewater Development Agreement with Kennedy Homes, LLC, #01-01228-000. This Agreement authorizes the developer to reserve 51.50 ERC's for both potable water and wastewater.

C) Standard Potable Water and Wastewater Development Renewal Agreement with Midland Commons, Inc., #02-01101-000. This Agreement authorizes the developer's renewal of their reservation of 10.00 ERC's for both potable water and wastewater.

D) Standard Potable Water and Wastewater Development Renewal Agreement with Corporate Center West, LLC, #01-01173-000. This Agreement authorizes the developer's renewal of their reservation of 7.40 ERC's for both potable water and wastewater.

E) Standard Potable Water and Wastewater Development Renewal Agreement with Diversified Property Service Associates, LLC, #02-01123-001. This Agreement authorizes the developer's renewal of their reservation of 37.40 ERC's for both potable water and wastewater.

F) Standard Potable Water and Wastewater Development Renewal Agreement with Grove Nurseries, Inc., #05-01087-000. This Agreement authorizes the developer's renewal of their reservation of 41.20 ERC's for both potable water and wastewater.

G) Standard Potable Water and Wastewater Development Renewal Agreement with D.R. Horton, Inc., #02-01118-002. This Agreement authorizes the developer's renewal of their reservation of 21.00 ERC's for both potable water and wastewater.



POTABLE WATER AND WASTEWATER

CFN 20140481027
 OR BK 27251 PG 0338
 RECORDED 12/31/2014 10:51:02
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0338 - 347; (10pgs)

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 24th day of December, 20 14, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and D.R. HORTON, INC., a Delaware corporation, 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 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.

POTABLE WATER AND WASTEWATER

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 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 MAP per each ERC for the requested capacity upon submission of this Agreement; and
 - 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.

POTABLE WATER AND WASTEWATER

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

Potable Water:	\$212.76 per ERC x	<u>15.50</u> ERCs =	\$3,297.78
Wastewater:	\$298.56 per ERC x	<u>15.50</u> ERCs =	\$4,627.68
		Franchise Fee	<u>\$0.00</u>
		TOTAL	\$7,925.46

Upon receipt of the MAP, Utility agrees to reserve **15.50** ERCs of Potable Water and Wastewater system capacity for Property Owner until **December 31, 2019**, 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 (5) 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 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

POTABLE WATER AND WASTEWATER

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:

- \$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

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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.
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.

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POTABLE WATER AND WASTEWATER

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:

**431 Fairway Drive, Ste. 300
Deerfield Beach, FL 33441**

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.
- Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
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 D.R. Horton, Inc..

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POTABLE WATER AND WASTEWATER

18. Non-Discrimination Policy - Property Owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

(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:

Judy Provence
Signature

Judy Provence
Typed or Printed Name

Anna M Daniels
Signature

Anna M Daniels
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

[Signature]
Signature

Sharon Cino
Typed or Printed Name

[Signature]
Signature

Lindsay Hillstrom
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature

Karl Albertson
Typed or Printed Name

Asst. Secretary
Title

NOTARY CERTIFICATE

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of Dec, 2014 by Karl Albertson. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: Nov 3, 2017

[Signature]
Signature of Notary

Kathy Ingersoll
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number FF054622

WATER UTILITIES DEPARTMENT APPROVAL

By: Allura M West
Director of Finance and Administration
Palm Beach County Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director
Finance and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION
26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA,
LESS THE NORTH 40 FEET FOR ROAD RIGHT-OF-WAY.

SAID LANDS SITUATE IN THE CITY OF GREENACRES, PALM BEACH COUNTY,
FLORIDA AND CONTAIN 4.917 ACRES, MORE OR LESS.

OK (A)
12/8/14

CFN 20140481026
OR BK 27251 PG 0328
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0328 - 337; (10pgs)

**STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT (SDA)**

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

SDA # 01-01228-000

THIS AGREEMENT made and entered into this 24th day of December, 2014, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **KENNEDY HOMES, 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;
 - (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 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.

should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

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

Potable Water:	\$212.76 per ERC	x	51.50 ERCs	=	\$10,957.14
Wastewater:	\$298.56 per ERC	x	51.50 ERCs	=	\$15,375.84
			Franchise Fee		\$0.00
			TOTAL		\$26,332.98

Upon receipt of the MAP, Utility agrees to reserve **51.50** ERCs of Potable Water and Wastewater system capacity for Property Owner until **December 31, 2019**, 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 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.

- 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:

- \$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.
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

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:

6400 Congress Avenue
Boca Raton, FL 33487

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 Kennedy Homes, LLC.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

18. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

(THE REMAINDER 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.

WITNESSES:

Judy Provence
Signature
Judy Provence
Typed or Printed Name

Anna M Daniels
Signature
Anna M Daniels
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stebbins
County Administrator or Designee

WITNESSES:

Robert Beach
Signature
Robert Beach
Typed or Printed Name

Teresa Hugo Tigert
Signature
Teresa Hugo Tigert
Typed or Printed Name

PROPERTY OWNER:

By: Stephen Gravett, CEO
Signature
Stephen Gravett
Typed or Printed Name
CEO
Title

{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20 day of Nov, 2014 by Stephen Gravett. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 3/8/18

Teresa Hugo Tigert
Signature of Notary
Teresa Hugo Tigert
Typed, Printed, or Stamped Name of Notary



TERESA HUGO TIGERT
MY COMMISSION # FF 087126
EXPIRES: March 8, 2018
Bonded Thru Budget Notary Services

Notary Public
Serial Number FF 087126

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director
Finance and Administration

LEGAL DESCRIPTION: TARA COVE

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 13, Township 43 South, Range 42 East, Palm Beach County, Florida, LESS AND EXCEPT the following tracts of land:

A right of way and easement 100 feet wide in Section 13, Township 43 South, Range 42 East, in Palm Beach County, Florida, described as follows: A strip of land 100 feet in width, 50 feet on either side and measured at right angles to the North and South Quarter Section Line where the same crosses the lands of A. R. Roebuck and Myrtle P. Roebuck, his wife, as located in the North half of said Section 13, as set out in Deed Book 578, Page 198, Public Records of Palm Beach County, Florida.

AND

The North 35.00 feet of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 13, Township 43 South, Range 42 East, Palm Beach County, Florida, as conveyed in O.R. Book 1138, Page 394, Public Records of Palm Beach County, Florida.

AND

A portion of the Southeast Quarter of the Northwest Quarter of Section 13, Township 43 South, Range 42 East, Palm Beach County, Florida, pursuant to the Agreed Order of Taking recorded in O.R. Book 13037, Page 24, Public Records of Palm Beach County, Florida. being more particularly described as follows:

Commence at a found PK Nail & Washer stamped "#3268" marking the West 1/4 corner of said Section 13; thence South 88 degrees 13 minutes 53 seconds East along the South line of the Northwest Quarter of said Section 13, a distance of 807.612 meters (2,649.64 feet) to the Point of Beginning; thence North 01 degrees 59 minutes 20 seconds East along a line 18.288 meters (60.00 feet) West of and parallel with the West line of Northeast Quarter of said Section 13 and the Baseline of Survey for State Road 809 (Military Trail) as shown on the Florida Department of Transportation Right of Way Map for Section 93150-2505, a distance of 191.275 meters (627.54 feet) to a point on the Southerly boundary line of the North Palm Beach County Water Control District Canal No. 11 as described in O. R. Book 1138, Page 394 of the Public Records of Palm Beach County, Florida; thence South 88 degrees 16 minutes 16 seconds East along said Southerly boundary line, a distance of 3.048 meters (10.00 feet) to a point on the Westerly existing right of way line for said State Road 809 (Military Trail) as shown on said map; thence South 01 degrees 59 minutes 20 seconds West along said Westerly existing right of way line and a line 15.240 meters (50.00 feet) West of and parallel with the West line of the Northeast Quarter of said Section 13 and said Baseline of Survey, a distance of 191.275 meters (627.54 feet); thence North 88 degrees 13 minutes 53 seconds West along the South line of the Northwest Quarter of said Section 13, a distance of 3.048 meters (10.00 feet) to the Point of Beginning.

OCC
12/22/2014
G



CFN 20140481025
OR BK 27251 PG 0323
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0323 - 327; (5pgs)

SDRA #02-01101-000

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT
RENEWAL AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **MIDLAND COMMONS, INC.**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on December 21, 2005, hereinafter referred to as "Agreement" Resolution #R2006-0357; and

WHEREAS, Utility agreed to reserve 16.25 equivalent residential connections ("ERCs") of potable water and 16.25 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **December 31, 2014** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP, as may be amended from time to time.

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Renewal of Capacity Reservation

Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$212.76	per ERC x	10.00	ERCs =	<u>\$2,127.60</u>
Wastewater:	\$298.56	per ERC x	10.00	ERCs =	<u>\$2,985.60</u>
				SUBTOTAL	<u>\$5,113.20</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$5,113.20</u>

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Filing

A copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

2326 S. Congress Ave., STE. 1F
Palm Springs, FL 33406

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, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

15. 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 Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

16. 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 Midland Commons, Inc.

17. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Signature
Judy Provence
Print Name

By: Jim Stiles
Director, Water Utilities Department

Anna M Daniels
Signature
Anna M Daniels
Print Name

WITNESSES:

PROPERTY OWNER

Ramona Heine
Signature
Ramona Heine
Print Name

By: _____
Title: PRES.

Thomas Kennedy
Signature
THOMAS KENNEDY
Print Name

(Seal)

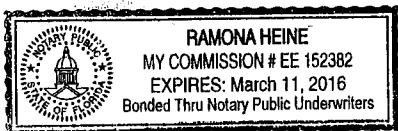
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of DEC, 2014 by HARRY RAUCH and _____ who is are personally known to me or who has produced _____ as identification.

My Commission Expires: MARCH 11, 2016

Ramona Heine
Notary Signature
Ramona Heine
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
County Attorney

By: Delia M. Vest
Director, Finance and Administration
PBC Water Utilities Department

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director,
Finance & Administration
PBC Water Utilities Department

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTH 260 FEET OF TRACTS 9 AND 10 OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 10, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION ON THE EAST BOUNDARY ACQUIRED FOR THE WIDENING OF MILITARY TRAIL.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

OK
12/6/5 (4)



CFN 20140481024
OR BK 27251 PG 0318
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0318 - 322; (5pgs)

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT
RENEWAL AGREEMENT**

THIS AGREEMENT is made and entered into this 30th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **CORPORATE CENTER WEST, LLC**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on April 27, 2006, hereinafter referred to as "Agreement" Resolution #R2006-1119; and

WHEREAS, Utility agreed to reserve 7.40 equivalent residential connections ("ERCs") of potable water and 7.40 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **December 31, 2014** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP, as may be amended from time to time.

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

SDRA #01-01173-000

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Renewal of Capacity Reservation

Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$212.76	per ERC x	7.40	ERCs =	<u>\$1,574.42</u>
Wastewater:	\$290.40	per ERC x	7.40	ERCs =	<u>\$2,209.34</u>
				SUBTOTAL	<u>\$3,783.76</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u><u>\$3,783.76</u></u>

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Filing

A copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**661 University Blvd. Suite 200
Jupiter, FL 33458**

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, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

15. 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.

16. 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 Corporate Center West, LLC.

17. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Signature
Judy Provence
Print Name

By: Jim [Signature]
Director, Water Utilities Department

Anna M Daniels
Signature
Anna M Daniels
Print Name

WITNESSES:

PROPERTY OWNER
CORPORATE CENTER WEST, LLC

Cathy M. Scott
Signature
Cathy M. Scott
Print Name

By: [Signature]
David S. Lebenson
Title: Vice President

Susan M. Earle
Signature
SUSAN M. EARLE
Print Name

(Seal)

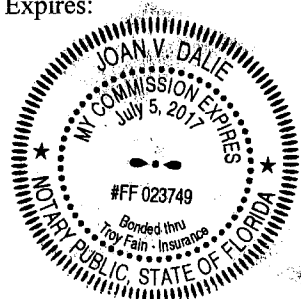
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of December, 2014 by David S. Lebenson, Vice Pres and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Signature
Joan V. Dalie
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

WATER UTILITIES DEPARTMENT
APPROVAL

By: [Signature]
County Attorney

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

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director, Finance and Administration

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 13, BLOCK 1, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION OF SAID TRACT 13 WHICH WAS CONVEYED TO THE STATE OF FLORIDA FOR RIGHT OF WAY OF STATE ROAD 7 BY THE QUIT CLAIM DEED RECORDED IN DEED BOOK 992, PAGE 123, AND

LESS AND EXCEPT THAT PORTION OF SAID TRACT 13 WHICH WAS CONVEYED TO THE LAKE WORTH DRAINAGE DISTRICT BY THE DEED RECORDED IN DEED BOOK 1112, PAGE 375, AND

LESS AND EXCEPT THAT PORTION OF SAID TRACT 13 WHICH WAS CONVEYED TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE ROAD DEPARTMENT OF FLORIDA BY THE DEED RECORDED IN OFFICIAL RECORDS BOOK 551, PAGE 242, AND

LESS AND EXCEPT THE EAST 223.1 FEET OF THE NORTH 585.76 FEET OF SAID TRACT 13, WHICH WAS CONVEYED TO MAYACOO LAKES COUNTRY CLUB, INC. BY THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2274, PAGE 186, AND

LESS AND EXCEPT THAT PORTION OF THE SOUTH 75 FEET OF SAID TRACT 13 WHICH WAS CONVEYED TO LAKE WORTH DRAINAGE DISTRICT BY THE COUNTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5207, PAGE 353,

ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

OK
04/18/06 G



CFN 20140481023
OR BK 27251 PG 0313
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0313 - 317; (5pgs)

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

SDRA # 02-01123-001

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **DIVERSIFIED PROPERTY SERVICE ASSOCIATES, LLC**, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on December 5, 2008, hereinafter referred to as "Agreement" (R2009-0234); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official record Book 22995, Page 0436**; and

WHEREAS, on **March 22, 2012**, all remaining ERC's were assigned to Property Owner; and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **December 31, 2014** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$212.76 per ERC x	37.40	ERCs =	<u>\$7,957.22</u>
Wastewater:	\$298.56 per ERC x	37.40	ERCs =	<u>\$11,166.14</u>
			SUBTOTAL	<u>\$19,123.36</u>
			FRANCHISE FEE	<u>\$0.00</u>
			TOTAL MAP DUE	<u>\$19,123.36</u>

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**6430 Melaleuca Lane
Greenacres, FL 33463**

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, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one (1) and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Palm Beach County has established the Office of the Inspector General in Palm 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.

15. 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 Diversified Property Service Associates, LLC.

16. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Signature
Judy Provence
Print Name

By: Jim Stilo
Director, Water Utilities Department

Anna M. Daniels
Signature
Anna M Daniels
Print Name

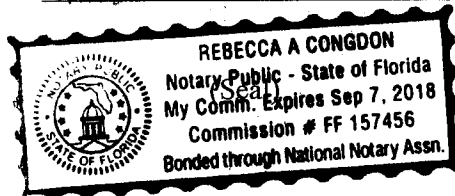
WITNESSES:

PROPERTY OWNER

[Signature]
Signature
ANDREAS QUINER
Print Name

By: Mark A Sobel
Title: MANAGING MEMBER

Chantel Chandler
Signature
Chantel Chandler
Print Name



NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2014 by MARK A. SOBEL who is personally known to me or who has produced _____ as identification.

My Commission Expires: Sept 7, 2018

Rebecca A Congdon
Signature of Notary

Rebecca A Congdon
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Allura M West
Director, Finance and Administration

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director,
Finance and Administration

Exhibit "A"
LEGAL DESCRIPTION

RETREAT CENTER (vacant land)
PCN: 00-42-44-25-00-000-1370

The East 10 feet of the South 466 feet of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 44 South, Range 42 East, also the West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida;

LESS the following parcels conveyed to County of Palm Beach, State of Florida, for road and drainage purposes to wit: from the Northwest corner of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 44 South, Range 42 East, thence run South $1^{\circ} 53' 25''$ West for 58 feet; thence run South $86^{\circ} 54' 01''$ East for 166.39 feet to a point on the East line of said West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence run North $1^{\circ} 53' 18''$ East, for 58.50 feet to a point on the North line of said Section 25; thence run North $87^{\circ} 04' 21''$ West, along said section line for 166.38 feet to Point of Beginning, subject to existing road and canal rights of way, also from the Southwest corner of said West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4, run easterly along the South line of said West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 166.43 feet to the Southeast corner thereof, thence run North $1^{\circ} 53' 18''$ East, along the East line of said West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 for a distance of 30.46 feet; thence run South $82^{\circ} 37' 01''$ West, for a distance of 168.60 feet to the Point of Beginning.

LESS and excepting therefrom those lands described as Parcel 130, Official Records Book 2653, Page 156, of the Public Records of Palm Beach County, Florida.

Containing 2.34 acres, more or less.



CFN 20140481022
OR BK 27251 PG 0308
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0308 - 312; (5pgs)

SDRA #05-01087-000

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT
RENEWAL AGREEMENT**

THIS AGREEMENT is made and entered into this 30th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **Grove Nurseries, Inc.**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on November 17, 2006, hereinafter referred to as "Agreement" Resolution #R2007-0157; and

WHEREAS, Utility agreed to reserve 41.20 equivalent residential connections ("ERCs") of potable water and 41.20 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **November 30, 2014** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP, as may be amended from time to time.

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Renewal of Capacity Reservation

Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$212.76 per ERC x	41.20	ERCs =	<u>\$8,765.71</u>
Wastewater:	\$298.56 per ERC x	41.20	ERCs =	<u>\$12,300.67</u>
			SUBTOTAL	<u>\$21,066.38</u>
			FRANCHISE FEE	<u>\$0.00</u>
			TOTAL MAP DUE	<u>\$21,066.38</u>

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Filing

A copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**3930 Max Place
Boynton Beach, FL 33436**

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, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

15. 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.

16. 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 Grove Nurseries, Inc..

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Signature
Judy Provence
Print Name

By: Jim Slater
Director, Water Utilities Department

Anna M. Daniels
Signature
Anna M. Daniels
Print Name

WITNESSES:

PROPERTY OWNER

Timothy Cordow
Signature
Timothy Cordow
Print Name

By: [Signature]
Title: President

Janet Rosenthal
Signature
Janet Rosenthal
Print Name

(Seal)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of December, 2014 by Michael Ruder and _____ who is/are personally known to me or who has produced _____ as identification.



Kristen M. Mirrione
Notary Signature

Typed, Printed or Stamped Name of Notary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
County Attorney

By: Sulram West
Director, Finance and Administration
PBC Water Utilities Department

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director,
Finance and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF TRACTS 81, 82, 83, 111, 112, BLOCK 49, PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 - 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 25.00 FEET THEREOF; SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF INDIAN HILLS, PLAT NO. 1, A P.U.D., AS RECORDED IN PLAT BOOK 75, PAGES 133 - 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WITH A BEARING OF S. 89° 03' 17" W., ALONG THE NORTH RIGHT-OF-WAY OF BOYNTON BEACH BLVD. (S.R. 804), A DISTANCE OF 454.54 FEET TO A POINT; THENCE WITH A BEARING OF N. 00° 56' 17" W. ALONG THE EAST RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL NO. E-2-E, SAID LINE ALSO BEING 25.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF TRACTS 112 AND 81, A DISTANCE OF 796.25 FEET TO A POINT, SAID POINT LYING 30.00' FEET WEST OF THE SOUTHWEST CORNER OF TRACT "D" AS RECORDED IN THE ABOVE DESCRIBED PLAT OF INDIAN HILLS PLAT NO. 1; THENCE WITH A BEARING OF N. 89° 03' 17" E., ALONG THE SOUTH LINE OF TRACT "D", A DISTANCE OF 825.00 FEET TO A POINT ON THE WEST LINE OF OPEN SPACE NO. 2, OF THE PLAT OF INDIAN HILLS PLAT NO. 1; THENCE WITH A BEARING OF N. 40° 17' 51" W., ALONG THE WEST LINE OF OPEN SPACE NO. 2, A DISTANCE OF 388.49 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 461.33 FEET, A CENTRAL ANGLE 41° 14' 34" AND AN ARC LENGTH OF 332.08 FEET TO A POINT; THENCE WITH A BEARING OF S. 00° 56' 43" E., A DISTANCE OF 200.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 10.185 ACRES (+/-)

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OK
11/3/16 (47)



CFN 20140481021
OR BK 27251 PG 0303
RECORDED 12/31/2014 10:51:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0303 - 307; (5pgs)

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

SDRA # 02-01118-002

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **D.R. Horton, Inc.**, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on December 5, 2008, hereinafter referred to as "Agreement" (R2008-0391); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official record Book 22369, Page 1455; and

WHEREAS, on August 29, 2013, all remaining ERC's were assigned to Property Owner; and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **December 31, 2014** ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$212.76 per ERC x	21.00	ERCs =	\$4,467.96
Wastewater:	\$298.56 per ERC x	21.00	ERCs =	\$6,269.76
			SUBTOTAL	\$10,737.72
			FRANCHISE FEE	\$0.00
			TOTAL MAP DUE	\$10,737.72

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

**431 Fairway Drive, Ste. 300
Deerfield Beach, FL 33441**

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, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one (1) and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Palm Beach County has established the Office of the Inspector General in Palm 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 Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

15. 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 D.R. Horton, Inc..

16. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Signature
Judy Provence
Print Name

By: Jim [Signature]
Director, Water Utilities Department

Anna M Daniels
Signature
Anna M Daniels
Print Name

WITNESSES:

PROPERTY OWNER

[Signature]
Signature
Sharon Cino
Print Name

By: [Signature]
Title: Asst Secretary

[Signature]
Signature
Indyay Allstrom
Print Name

(Seal)

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of Dec, 2014 by Karl Albertson who is personally known to me or who has produced _____ as identification.

My Commission Expires: Nov 3, 2017

[Signature]
Signature of Notary



Kathy Ingersoll
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Selma West
Director, Finance and Administration

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director
Finance and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42
EAST, PALM BEACH COUNTY, FLORIDA, LESS THE NORTH 40 FEET THEREOF.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
CONTAINING 214,234 SQUARE FEET / 4.91 ACRES, MORE OR LESS.

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OK
12/18/07 G