

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	April 21, 2015	Consent <input checked="" type="checkbox"/> [X] Public Hearing <input type="checkbox"/> []	Regular <input type="checkbox"/> []
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

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


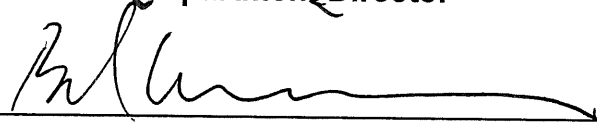
- A) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Consultants, Inc. and Lantana Farm Associates, Inc., #02-01079-000 (District 3);
- B) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Associates, Inc., #02-01080-000 (District 3);
- C) Standard Potable Water & Wastewater Development Renewal Agreement with Anne M. Gannon, Constitutional Tax Collector Serving Palm Beach County, #02-01099-001 (District 2);
- D) Standard Potable Water & Wastewater Development Renewal Agreement with Magdalene Carney Baha'i Institute, Inc. #01-01201-000 (District 2); and
- E) Utility Concurrency Reservation Agreement with Silverstone Healthcare Company, LLC, #02-01139-000 (District 6).

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 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: The Water Utilities Department's Uniform Policies and Procedures (UPAP) require Standard Development Agreements (Agreements) to obtain concurrency for water and/or wastewater service. The UPAP Manual outlines the terms and conditions required for the Agreements. **Continued on Page 3**

Attachments:

- A. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement # 02-01079-000
- B. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01080-000
- C. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01099-001
- D. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #01-01201-000
- E. Two (2) Utility Concurrency Reservation Agreements with Silverstone Healthcare Company, LLC #02-01139-000.

Recommended By:	 Department Director	4-7-15 Date
Approved By:	 Assistant County Administrator	4/15/15 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>(\$134,630.00)</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>(\$134,630.00)</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: Summit

III. REVIEW COMMENTS

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

[Signature]
OFMB
4/8 4/8 4/8

[Signature] 4/10/15
Contract Development and Control

B. Legal Sufficiency:

[Signature] 4/13/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

Continued from Page 1

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

A) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Consultants, Inc. and Lantana Farm Associates, Inc. #02-01079-000 (District 3). The Agreement authorizes the Property Owners to renew their reservation of 140.70 Equivalent Residential Connections (ERC's) for both potable water and wastewater.

B) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Associates, LLC, #02-01080-000 (District 3). The Agreement authorizes the Property Owners to renew their reservation of 11.60 ERC's for both potable water and wastewater.

C) Standard Potable Water and Wastewater Development Renewal Agreement with Anne M. Gannon, Constitutional Tax Collector Serving Palm Beach County, #02-01099-001 (District 2). The Agreement authorizes the Property Owner to renew their reservation of 10.00 ERCs for both potable water and wastewater.

D) Standard Potable Water and Wastewater Development Renewal Agreement with Magdalene Carney Baha'i Institute, Inc. #01-01201-000 (District 2). The Agreement authorizes the Property Owner to renew their reservation of 5.80 unused ERC's for both potable water and wastewater.

E) Utility Concurrency Reservation Agreement with Silverstone Healthcare Company, LLC, #02-01139-000 (District 6). The Agreement allows the Developer to demonstrate reservation of potable water and wastewater capacity (95.20 ERC's) in order to obtain concurrency and proceed with the developmental approvals.

Draft, Subject to Change

Agenda Item #3K-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 21, 2015

Consent [X]
Public Hearing []

Regular []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

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

- A) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Consultants, Inc. and Lantana Farm Associates, Inc., #02-01079-000 (District 3);
- B) Standard Potable Water and Wastewater Development Renewal Agreement with Lantana Farm Associates, Inc., #02-01080-000 (District 3);
- C) Standard Potable Water & Wastewater Development Renewal Agreement with Anne M. Gannon, Constitutional Tax Collector Serving Palm Beach County, #02-01099-001 (District 2);
- D) Standard Potable Water & Wastewater Development Renewal Agreement with Magdalene Carney Baha'i Institute, Inc. #01-01201-000 (District 2); and
- E) Utility Concurrency Reservation Agreement with Silverstone Healthcare Company, LLC, #02-01139-000 (District 6).

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 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: The Water Utilities Department's Uniform Policies and Procedures (UPAP) require Standard Development Agreements (Agreements) to obtain concurrency for water and/or wastewater service. The UPAP Manual outlines the terms and conditions required for the Agreements. **Continued on Page 3**

Attachments:

- A. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement # 02-01079-000
- B. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01080-000
- C. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #02-01099-001
- D. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #01-01201-000
- E. Two (2) Utility Concurrency Reservation Agreements with Silverstone Healthcare Company, LLC #02-01139-000.

Recommended By:


Department Director

4-7-15
Date

Approved By:

Assistant County Administrator

Date

SDRA #02-01079-000

Attachment A

CFN 20140472250
OR BK 27237 PG 0074
RECORDED 12/23/2014 10:06:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0074 - 81; (8pgs)

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

THIS AGREEMENT is made and entered into this 9th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **LANTANA FARM CONSULTANTS, INC. AND LANTANA FARMS ASSOCIATES, INC.**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **NOVEMBER 18, 2003**, hereinafter referred to as "Agreement" Resolution #R2004-0042; and

WHEREAS, Utility agreed to reserve 140.70 equivalent residential connections ("ERCs") of potable water and 140.70 "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	140.70	ERCs =	<u>\$29,935.33</u>
Wastewater:	\$290.40	per ERC x	140.70	ERCs =	<u>\$42,007.39</u>
				SUBTOTAL	<u>\$71,942.72</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$71,942.72</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:

P.O. Box 541779
Lake Worth, FL 33454-1779

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 Lantana Farm Consultants, Inc.

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Still
Director, Water Utilities Department

WITNESSES:

Melanie A. Catalano
Signature
Melanie A. Catalano
Print Name

Lori J. Schwab
Signature
Lori J. Schwab
Print Name

PROPERTY OWNER

By: _____
Title: VICE-PRESIDENT

(Seal)

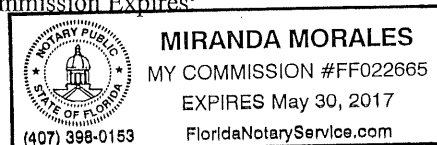


NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of November, 2014 by Thomas J. Mecca and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:



Miranda Morales
Notary Signature
Miranda Morales
Typed, Printed or Stamped Name of Notary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

By: Delia Morest
Director, Finance and Administration
PBC Water Utilities Department

POTABLE WATER AND WASTEWATER

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

WITNESSES:

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

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Melanie A Catalano
Signature
Melanie A Catalano
Typed or Printed Name
Lori J Schwab
Signature
Lori J. Schwab
Typed or Printed Name

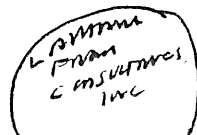
PROPERTY OWNER:

By: Thomas Mecca
Signature
THOMAS MECCA
Typed or Printed Name
VICE PRESIDENT
Title

{ Corporate
Seal }

STATE OF Florida
COUNTY OF Palm Beach

NOTARY CERTIFICATE



The foregoing instrument was acknowledged before me this 17th day of November, 2014
by Thomas Mecca. He/she is personally known to me or has produced
as identification.

My Commission
Expires: 5/30/17

Miranda Morales
Signature of Notary
Miranda Morales
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number FF022665

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER AND WASTEWATER

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, TRACT 40, PALM BEACH FARMS COMPANY PLAT NO. 13, AS RECORDED IN PLAT BOOK 6, PAGES 98 & 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE ALONG THE NORTH LINE OF SAID LOT 4, SOUTH 88°31'50" EAST, A DISTANCE OF 337.50 FEET; THENCE ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 4, SOUTH 18°37'25" EAST, A DISTANCE OF 666.64 FEET; THENCE NORTH 89°23'23" WEST, A DISTANCE OF 337.50 FEET TO THE WEST LINE OF SAID LOT 4; THENCE ALONG SAID WEST LINE NORTH 18°37'15" WEST, A DISTANCE OF 672.0 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM THE NORTH 40.0 FEET FOR LANTANA ROAD RIGHT-OF-WAY.
LESS AND EXCEPT THAT PORTION DEDICATED TO PALM BEACH COUNTY PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 629 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH, PARCEL 2

ALL THAT PORTION OF LOT 1, TRACT 41, TOWNSHIP 44 ½ SOUTH, RANGE 42 EAST (LESS THE SOUTHEAST 10 ACRES) LYING EAST OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-2 EAST RIGHT-OF-WAY. LESS THE NORTH 40.0 FEET THEROF FOR RIGHT-OF-WAY OF LANTANA ROAD.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, TRACT 40, THE PALM BEACH FARMS COMPANY PLAT NO 13, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 6, PAGES 98 & 99; THENCE SOUTH 18°37'15" EAST, A DISTANCE OF 646.44 FEET; THENCE SOUTH 88°50'05" WEST A DISTANCE OF 406.57 FEET; THENCE NORTH 1°02'16" WEST, A DISTANCE OF 626.63 FEET TO THE SOUTH LINE OF SECTION 32, T44S, R42E; THENCE SOUTH 88°31'50" EAST, A DISTANCE OF 211.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DEDICATED TO PALM BEACH COUNTY PER WARRANT DEED DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 629 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO TOGETHER WITH, PARCEL 3

THE SOUTHEAST 10 ACRES OF LOT 1, TRACT 41, TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE SUNSHINE PARKWAY AND THE LAKE WORTH DRAINAGE DISTRICT L-16 & E-2 EAST RIGHT-OF-WAYS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, TRACT 40, THE PALM BEACH FARMS COMPANY, PLAT 13, ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGES 98 & 99; THENCE SOUTH 18°37'15" EAST, A DISTANCE OF 646.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°37'15" EAST, A DISTANCE OF 675.74 FEET TO THE NORTHEAST CORNER OF SECTION 5, T45S, R42E; THENCE SOUTH 88°50'05" WEST, A DISTANCE OF 610.70 FEET TO THE EAST RIGHT-OF-WAY LINE, FLORIDA SUNSHINE PARKWAY; THENCE NORTH 1°02'16" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 644.62 FEET; THENCE NORTH 88°50'05" EAST, A DISTANCE OF 406.57 FEET TO THE POINT OF BEGINNING.

LESS THE SOUTH 40.0 FEET THEREOF FOR CANAL RIGHT-OF-WAY & SUBJECT TO L.W.D.D. DRAINAGE RESERVATION OVER THE WEST 100 FEET THEREOF.

ALSO TOGETHER WITH, PARCEL 4

A PARCEL OF LAND BEING A PORTION OF LOT 4, TRACT 40, PALM BEACH FARMS COMPANY PLAT NO. 13, IN TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 6, PAGES 98 AND 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPTING RIGHT OF WAY FOR THE LAKE WORTH DRAINAGE DISTRICT L-16 CANAL, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 4, BEAR SOUTH 19°28'15" EAST, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 42.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LANTANA ROAD AS RECORDED IN DEED BOOK 988, PAGE 230, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID POINT ALSO BEING THE NORTHWEST CORNER OF WOODLAND CREEK PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 165, PUBLIC RECORDS, PALM BEACH

POTABLE WATER AND WASTEWATER

COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 19°28'15" EAST, ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE WESTERLY LINE OF SAID WOODLAND CREEK PLAT 1, A DISTANCE OF 1237.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4, TRACT 40; THENCE SOUTH 89°42'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 4, TRACT 40, A DISTANCE OF 515.12 FEET; THENCE NORTH 18°51'38" WEST, A DISTANCE OF 1252.84 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF LANTANA ROAD, AS RECORDED IN DEED BOOK 988, PAGE 230, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°08'06" EAST, ALONG A LINE 40 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, TRACT 40, AND SAID SOUTH RIGHT OF WAY LINE OF LANTANA ROAD, A DISTANCE OF 507.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DEDICATED TO PALM BEACH COUNTY PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 629 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO TOGETHER WITH, PARCEL 5

A PARCEL OF LAND BEING A PORTION OF LOT 4, TRACT 40, PALM BEACH FARMS COMPANY PLAT NO. 13, IN TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 6, PAGES 98 AND 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPTING RIGHT OF WAY FOR THE LAKE WORTH DRAINAGE DISTRICT L-16 CANAL.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 4, BEAR SOUTH 19°28'15" EAST, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 42.94 FEET TO A POINT OF ON THE SOUTH RIGHT OF WAY LINE OF LANTANA ROAD AS RECORDED IN DEED BOOK 988, PAGE 230, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID POINT ALSO BEING THE NORTHWEST CORNER OF WOODLAND CREEK PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 165, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 19°28'15" EAST, ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE WESTERLY LINE OF SAID WOODLAND CREEK PLAT 1, A DISTANCE OF 1237.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4, TRACT 40; THENCE SOUTH 89°42'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 4, TRACT 40, A DISTANCE OF 515.12 FEET; THENCE NORTH 18°51'38" WEST, A DISTANCE OF 446.24 FEET TO A POINT ON A LINE 423.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 40; THENCE, SOUTH 89°42'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 509.93 FEET TO A POINT ON A LINE LYING 337.50 FEET EAST OF, AS MEASURED ALONG THE NORTH LINE, AND PARALLEL WITH THE WEST LINE OF SAID LOT 4, TRACT 40; SAID LINE BEING THE EASTERLY LINE OF "PARCEL 3", AS DESCRIBED IN OFFICIAL RECORD BOOK 6911, PAGES 367 AND 368, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, AND ITS SOUTHERLY PROLONGATION; THENCE, NORTH 18°13'36" WEST; ALONG SAID PARALLEL LINE, A DISTANCE OF 823.68 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF LANTANA ROAD, AS RECORDED IN DEED BOOK 988, PAGE 230, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°08'06" EAST, ALONG A LINE 40 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, TRACT 40, AND SAID SOUTH RIGHT OF WAY LINE OF LANTANA ROAD, A DISTANCE OF 1015.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 4.

ALSO, LESS AND EXCEPT THAT PORTION DEDICATED TO PALM BEACH COUNTY PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 629 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO TOGETHER WITH, PARCEL 6

THE SOUTHERLY 423 FEET WITHIN SOUTHERLY 423 FEET IS MEASURED PARALLEL TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY IN PALM BEACH COUNTY, FLORIDA; THAT PART OF LOT 4, TRACT 40, PALM BEACH FARMS COMPANY, PLAT NO. 13, TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 6, PAGES 98 AND 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 337.50 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 18°13'36" EAST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 4, A DISTANCE OF 1,310.80 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89°41'54" EAST ALONG SAID SOUTH LINE A DISTANCE OF 515.11 FEET; THENCE NORTH 18°51'38" WEST, A DISTANCE OF 1,295.38 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 88°08'06" WEST ALONG SAID NORTH LINE, A DISTANCE OF 506.61 FEET TO THE POINT OF BEGINNING.

(LESS THE NORTH 40 FEET THEREOF FOR RIGHT OF WAY FOR LANTANA ROAD).

POTABLE WATER AND WASTEWATER

LESS AND EXCEPTING THE FOLLOWING PARCEL:

A PORTION OF LOT 1, TRACT 41 AND LOT 4, TRACT 40, PALM BEACH FARMS COMPANY PLAT NO. 13, LYING WITHIN TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 4, TRACT 40; THENCE SOUTH 88°31'51" EAST, ALONG THE NORTH LINE OF SAID LOT 4, TRACT 40, A DISTANCE OF 141.17 FEET; THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 67.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LANTANA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 626 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 43°31'51" EAST, A DISTANCE OF 35.35 FEET; THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 425.62 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°34'27", A DISTANCE OF 60.34 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 36°02'36" WEST, A DISTANCE OF 36.05 FEET; THENCE NORTH 88°30'40" WEST, A DISTANCE OF 196.97 FEET TO A POINT ON THE REQUIRED EAST RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2-E CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1732, PAGE 612 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°00'14" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 546.09 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF LANTANA ROAD; THENCE SOUTH 74°19'31" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE THROUGH THE FOLLOWING THREE DESCRIBED COURSES, A DISTANCE OF 34.76 FEET; THENCE SOUTH 88°27'51" EAST, A DISTANCE OF 58.74 FEET; THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 141.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.195 ACRES, MORE OR LESS.

OK
11/10/03
C

CFN 20140472251
OR BK 27237 PG 0082
RECORDED 12/23/2014 10:06:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0082 - 86; (5pgs)

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

THIS AGREEMENT is made and entered into this 9th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and LANTANA FARM ASSOCIATES, INC., A Florida Corporation, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **NOVEMBER 18, 2003**, hereinafter referred to as "Agreement" Resolution #R2004-0043; and

WHEREAS, Utility agreed to reserve 11.60 equivalent residential connections ("ERCs") of potable water and 11.60 "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	11.60	ERCs =	<u>\$2,468.02</u>
Wastewater:	\$290.40	per ERC x	11.60	ERCs =	<u>\$3,463.30</u>
				SUBTOTAL	<u>\$5,931.32</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$5,931.32</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:

**P.O. Box 541779
Lake Worth, FL 33454-1779**

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 Lantana Farm Associates, Inc.

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Print Name

Anna M. Daniels
Signature
Anna M. Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

WITNESSES:

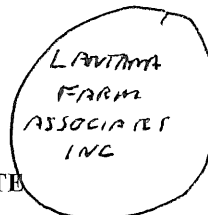
Melanie A. Catalano
Signature
Melanie A. Catalano
Print Name

Lori J. Schwab
Signature
Lori J. Schwab
Print Name

PROPERTY OWNER

By: [Signature]
Title: VICE PRESIDENT

(Seal)

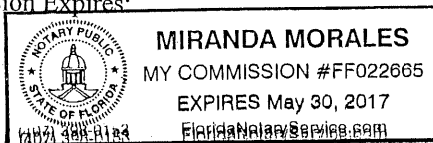


NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of November, 2014 by Thomas J. Mecca and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:



Miranda Morales
Notary Signature
Miranda Morales
Typed, Printed or Stamped Name of Notary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

By: Delura M. West
Director, Finance and Administration
PBC Water Utilities Department

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF LOT 1, TRACT 41 AND LOT 4, TRACT 40, PALM BEACH FARMS COMPANY PLAT NO. 13, LYING WITHIN TOWNSHIP 44 1/2 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 4, TRACT 40; THENCE SOUTH 88°31'51" EAST, ALONG THE NORTH LINE OF SAID LOT 4, TRACT 40, A DISTANCE OF 141.17 FEET; THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 67.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LANTANA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 12082, PAGE 626 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 43°31'51" EAST, A DISTANCE OF 35.35 FEET; THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 425.62 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°34'27", A DISTANCE OF 60.34 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 36°02'36" WEST, A DISTANCE OF 36.05 FEET; THENCE NORTH 88°30'40" WEST, A DISTANCE OF 196.97 FEET TO A POINT ON THE REQUIRED EAST RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2-E CANAL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1732, PAGE 612 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°00'14" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 546.09 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF LANTANA ROAD; THENCE SOUTH 74°19'31" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE THROUGH THE FOLLOWING THREE DESCRIBED COURSES, A DISTANCE OF 34.76 FEET; THENCE SOUTH 88°27'51" EAST, A DISTANCE OF 58.74 FEET; THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 141.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.01 ACRES, MORE OR LESS.

OK
09/29/03
(A)



CFN 20140472252
OR BK 27237 PG 0087
RECORDED 12/23/2014 10:06:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0087 - 91; (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

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL
AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of December, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and ANNE M. GANNON, CONSTITUTIONAL TAX COLLECTOR SERVING PALM BEACH COUNTY, 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 November 22, 2005, hereinafter referred to as "Agreement" (R2006-0227); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official record Book 19605, Page 1786; and

WHEREAS, on January 6, 2014, 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 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 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	10.00	ERCs =	\$2,127.60
Wastewater:	\$298.56 per ERC x	10.00	ERCs =	\$2,985.60
SUBTOTAL				\$5,113.20
FRANCHISE FEE				\$0.00
TOTAL MAP DUE				\$5,113.20

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:

**301 N. Olive Avenue, Third Floor
West Palm Beach, FL 33401**

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 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.

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 Anne M. Gannon, Constitutional Tax Collector Serving Palm Beach County.

16. Non-Discrimination Policy - County and City 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:

Judy D. Provence
Signature
Judy D. Provence
Print Name

Anna M. Daniels
Signature
Anna M. Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

WITNESSES:

Donna Iavarone
Signature
DONNA IAVARONE
Print Name

Maria Vazquez
Signature
MARIA VAZQUEZ
Print Name

PROPERTY OWNER

By: Anne M. Gannon
Title: Tax Collector

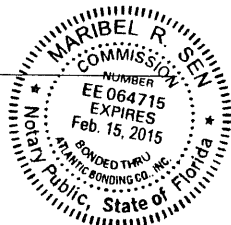
(Seal)

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of November, 2014 by Anne M. Gannon who is personally known to me or who has produced _____ as identification.

My Commission
Expires: 02/15/15



Maribel R. Sen
Signature of Notary

Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT
APPROVAL:

By: Juliana M. West
Director, Finance and Administration

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

THE WEST 293.38 FEET OF THE EAST 333.38 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

LESS HOWEVER:

THE EAST 27.00 FEET THEREOF FOR ADDITIONAL RIGHT-OF-WAY FOR MILITARY TRAIL AS DEDICATED BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 6021, PAGE 1258, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

ALSO, LESS:

THE SOUTH 60.00 FEET THEREOF FOR RIGHT-OF-WAY FOR LANDAR DRIVE AS SHOWN AND DEDICATED TO THE PUBLIC ON THE PLAT OF COUNTRYSIDE TOWNHOMES PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 36, PAGES 145 AND 146, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND FURTHER LESS:

THE NORTH 70.00 FEET THEREOF FOR RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL 12,

AND FURTHER LESS:

CORNER CLIP "A" AND CORNER CLIP "B" CONVEYED TO PALM BEACH COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 22398, PAGE 1295, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SDRA #01-01201-000



CFN 20140472253
OR BK 27237 PG 0092
RECORDED 12/23/2014 10:06:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0092 - 96; (5pgs)

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

THIS AGREEMENT is made and entered into this 17th day of November, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **MAGDALENE CARNEY BAHAI INSTITUTE, INC.**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on October 24, 2007, hereinafter referred to as "Agreement" Resolution #R2007 2273; and

WHEREAS, Utility agreed to reserve 17.25 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 **October 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	5.80	ERCs =	<u>\$1,234.01</u>
Wastewater:	\$298.56	per ERC x	5.80	ERCs =	<u>\$1,731.65</u>
				SUBTOTAL	<u>\$2,965.66</u>
				FRANCHISE FEE	<u>\$00.00</u>
				TOTAL MAP DUE	<u>\$2,965.66</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:

**6002 Summit Blvd.
West Palm Beach, FL 33415-3545**

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 Magdalene Carney Baha'i Institute, Inc.

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

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Print Name

Valerie Cintron-Perez
Signature
Valerie Cintron-Perez
Print Name

PALM BEACH COUNTY

By: Jim Silva
Director, Water Utilities Department

WITNESSES:

Mary Bukowski
Signature
MARY BUKOWSKI
Print Name

Eric E. Green
Signature
Eric E. Green
Print Name

PROPERTY OWNER

By: Charles C. Cornwell
Majestic Lakeside Bldg, Inc.
Title: Board Member

(Seal)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 28th day of October, 2014 by Charles C. Cornwell and _____ who is/are personally known to me or who has produced known as identification.

My Commission Expires:



Debra Ann Zeitz
Notary Signature
Debra Ann Zeitz
Typed, Printed or Stamped Name of Notary

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

**WATER UTILITIES DEPARTMENT
APPROVAL**

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

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 11th day of February, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **SILVERSTONE HEALTHCARE COMPANY, LLC**, a Delaware limited liability company, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water ☒ Wastewater ☒ Reclaimed Water ☐

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
3. This UCRA will not be recorded in the official Public Records against Property.
4. The UCF may be credited toward the Mandatory Agreement Payment (MAP) as defined in the UPAP and as required by Utility in order to obtain a Standard or Non-Standard Development Agreement (DA) on Property before the expiration of this UCRA. In the case of a rate increase after execution of this UCRA, additional MAP funds will be due at the time of entering into a DA. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

Potable Water:	\$212.76 per ERC x	95.20 ERCs =	\$20,254.75
Wastewater:	298.56 per ERC x	95.20 ERCs =	\$28,422.91
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
UCF DUE			<u>\$48,677.66</u>

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

3710 Rawlings Street, Suite 800
Dallas, TX 75219

And if to Utility, shall be mailed 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.

11. 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.
12. 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 Silverstone Healthcare Company, LLC
13. **Non-Discrimination Policy** - The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

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

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

WITNESSES:

Judy Provence
Judy Provence
Type or Print Name

Anna M Daniels
Anna M Daniels
Type or Print Name

WITNESSES:

Dennis A. Alberts
Dennis A. Alberts
Type or Print Name

Thomas E. Dwyer
Thomas E. Dwyer
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

DEVELOPER:

By: Christopher T. Porter
Signature
Managing Director; CFO
Title
CHRISTOPHER T. PORTER
Typed or Printed Name

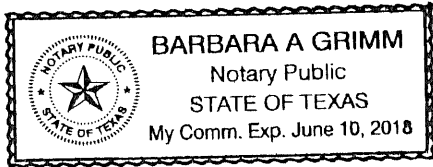
NOTARY CERTIFICATE

STATE OF Texas
COUNTY Dallas

The foregoing instrument was acknowledged before me this 11th day of December, 20 14 by CHRISTOPHER PORTER. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 06/10/2018

Signature of Notary Barbara A. Grimm



Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number 12423809-3

WATER UTILITIES DEPARTMENT APPROVAL:

By: Delira M. West
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO TERMS AND CONDITIONS

By: C. J. H. A.
Assistant Director
Finance & Admin.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 59 AND 60, BLOCK 24, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAYS.

CONTAINING: 18.281 ACRES, MORE OR LESS.

OK
12/16/14 (to)

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)