

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 19, 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 January and February 2015.

- A) Standard Potable Water and Wastewater Development Renewal Agreement with Investors Asset Acquisition, LLC, #03-01021-001 (District 5);
- B) Standard Potable Water and Wastewater Development Renewal Agreement with Principal Development Group, LLC, #03-01021-002 (District 5);
- C) Standard Potable Water and Wastewater Development Renewal Agreement with 6595, LLC, #09-01059-000 (District 5);
- D) Standard Potable Water and Wastewater Development Agreement with G.L. Homes of Boca Raton Associates V, LTD, #09-01070-000 (District 5);
- E) Standard Potable Water and Wastewater Development Agreement with 441 Acquisition, LLC, #09-01071-000 (District 5);
- F) Standard Potable Water & Wastewater Development Renewal Agreement with Palm Beach International Raceway, LLC, and Moroso Investment Partners II, LLC, #12-01001-000 (District 1);
- G) Indemnification Agreement with Vitas Healthcare of Florida. (District 5); and
- H) Indemnification Agreement with Lois Realty Corp. (District 5).

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 (WUD) 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 Renewal Agreement #03-01021-001
- B. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #03-01021-002
- C. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #09-01059-000
- D. Two (2) Original Standard Potable Water & Wastewater Development Agreement #09-01070-000
- E. Two (2) Original Standard Potable Water & Wastewater Development Agreement #09-01071-000
- F. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement #12-01001-000
- G. One (1) Original Indemnification Agreement with Vitas Healthcare of Florida
- H. One (1) Original Indemnification Agreement with Lois Realty Corp.

Recommended By: Jim Stiles 4-23-15
Department Director Date

Approved By: Shannon 5-4-15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
External Revenues	(\$409,209.00)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$409,209.00)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
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 Moxest

III. REVIEW COMMENTS

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

Sherry Br...
4/23 8:05 AM
OFMB
4/24

Dr. J. Jacobson 4/30/15
Contract Development and Control
4-30-15 BWheeler

B. Legal Sufficiency:

[Signature] 4/30/15
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 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 WUD 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 Investors Asset Acquisition, LLC. #03-01021-001 (District 5). The Agreement authorizes the Property Owner to renew their reservation of 229.75 Equivalent Residential Connections (ERC) for both potable water and wastewater.

B) Standard Potable Water and Wastewater Development Renewal Agreement with Principal Development Group, LLC, #03-01021-002 (District 5). The Agreement authorizes the Property Owner to renew their reservation of 64.40 ERCs for both potable water and wastewater.

C) Standard Potable Water and Wastewater Development Renewal Agreement with 6595, LLC, #09-01059-000 (District 5). The Agreement authorizes the Property Owner to renew their reservation of 16.25 ERCs for both water and wastewater.

D) Standard Potable Water and Wastewater Development Agreement with G.L. Homes of Boca Raton Associates V, LTD, #09-01070-000 (District 5). The Agreement authorizes the Property Owner to reserve 14.00 ERCs for both potable water and wastewater.

E) Standard Potable Water and Wastewater Development Agreement with 441 Acquisition, LLC, #09-01071-000 (District 5). The Agreement authorizes the Property Owner to reserve 298.25 ERCs for both potable water and wastewater.

F) Standard Potable Water and Wastewater Development Renewal Agreement with Palm Beach International Raceway, LLC and Moroso Investment Partners II, LLC, #12-01001-000 (District 1). The Agreement authorizes the Property Owners to renew their reservation of 177.65 ERCs for both potable water and wastewater.

G) Indemnification Agreement with Vitas Healthcare of Florida. (District 5). This Agreement will indemnify WUD from any costs, losses, claims, demands and liabilities that could arise from the construction of utilities facilities by Vitas Healthcare of Florida. .

H) Indemnification Agreement with Lois Realty Corp. (District 5). This Agreement will indemnify WUD from any costs, losses, claims, demands and liabilities that could arise from the construction of utilities facilities by Lois Realty Corp.



Attachment A

CFN 20150033204
OR BK 27306 PG 1528
RECORDED 01/29/2015 11:09:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1528 - 1532; (5pgs)

SDRA # 03-01021-001

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 27th day of January, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and INVESTORS ASSET ACQUISITION, LLC hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest entered into a Standard Potable Water and Wastewater Development Agreement on December 14, 2004 (R2005-0163), hereinafter referred to as "Agreement", which was amended on October 17, 2006 (R2006-2249), hereinafter referred to as the "First Amendment"; and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book 17918 Page 337, and the First Amendment was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book 21062, Page 0535; and

WHEREAS, on March 9, 2009, certain 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	229.75	ERCs =	\$48,881.61
Wastewater:	\$298.56	per ERC x	229.75	ERCs =	\$68,594.16
SUBTOTAL					\$117,475.77
FRANCHISE FEE					\$0.00
TOTAL MAP DUE					\$117,475.77

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:

**7593 Boynton Beach Blvd.
Boynton Beach, FL 33437**

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 Investors Asset Acquisition, 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:

Judy Provence
Signature
Judy Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Illio
Director, Water Utilities Department

WITNESSES:

Elizabeth M. Nero
Signature
Elizabeth M. Nero
Print Name

Betty Levi
Signature
Betty Levi
Print Name

PROPERTY OWNER

By: _____
Title: Manager

(Seal)

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29 day of December, 2014 by Charles Scardina who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____



Lori Recchie
Signature of Notary

Lori Recchie
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra M. West
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Cig [Signature]
Assistant Director, Finance and Administration

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LESS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS THE EAST 20.00 FEET AND WEST 680.66 FEET THEREOF, AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 (ATLANTIC AVENUE) AND ALSO LESS THAT PROPERTY DESCRIBED IN STIPULATE ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN O.R. BOOK 13275, PAGE 1342, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OK
10/29/4 G

CFN 20150033203
 OR BK 27306 PG 1523
 RECORDED 01/29/2015 11:09:09
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1523 - 1527; (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 27th day of January, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **PRINCIPAL DEVELOPMENT GROUP, LLC** hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest entered into a Standard Potable Water and Wastewater Development Agreement on December 14, 2004 (**R2005-0163**), hereinafter referred to as "Agreement", which was amended on October 17, 2006 (**R2006-2249**), hereinafter referred to as the "First Amendment"; and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official Record Book 17918 Page 337**, and the First Amendment was recorded in the Official Records of Palm Beach County, Florida, at **Official Record Book 21062, Page 0535**; and

WHEREAS, on **March 9, 2009**, certain 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	64.40	ERCs =	\$13,701.74
Wastewater:	\$298.56 per ERC x	64.40	ERCs =	\$19,227.26
			SUBTOTAL	\$32,929.00
			FRANCHISE FEE	\$0.00
			TOTAL MAP DUE	\$32,929.00

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:

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Boynton Beach, FL 33437

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 Principal Development Group, 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:

Judy Provence
Signature
Judy Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

WITNESSES:

Betty Levi
Signature
Betty Levi
Print Name

Elizabeth Unkeo
Signature
Elizabeth Unkeo
Print Name

PROPERTY OWNER

By: _____
Title: Manager

(Seal)

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29 day of December, 2014 by Charles Scardina who is personally known to me or who has produced as identification.

My Commission
Expires: _____



Lori Recchie
Signature of Notary

Lori Recchie
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT
APPROVAL:

By: Debra M West
Director, Finance and Administration

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: [Signature]
Assistant Director, Finance and Administration

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LESS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS THE EAST 20.00 FEET AND WEST 680.66 FEET THEREOF, AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 (ATLANTIC AVENUE) AND ALSO LESS THAT PROPERTY DESCRIBED IN STIPULATE ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN O.R. BOOK 13275, PAGE 1342, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OK
10/29/4 G



CFN 20150051765
OR BK 27334 PG 1655
RECORDED 02/12/2015 10:31:06
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1655 - 1659; (5pgs)

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

THIS AGREEMENT is made and entered into this 6th day of February, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **6595, LLC**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on December 19, 2008, hereinafter referred to as "Agreement" Resolution #R2009-0318; 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.

SDRA #09-01059-000

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	16.25	ERCs =	<u>\$3,457.35</u>
Wastewater:	\$298.56	per ERC x	16.25	ERCs =	<u>\$4,851.60</u>
				SUBTOTAL	<u>\$8,308.95</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$8,308.95</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

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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:

**6595 Morikami Park Rd.
Delray Beach, FL 33446**

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 6595, LLC.

17. Non-Discrimination Policy - The Property Owner 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 Property Owner 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 have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

Judy Provence
Signature
Judy Provence
Print Name

Anna MDaniels
Signature
Anna MDaniels
Print Name

PALM BEACH COUNTY

By: Jim Stuber
Director, Water Utilities Department

WITNESSES:

Nelson Robaina
Signature
Nelson Robaina
Print Name

Bella Kahn
Signature
Bella Kahn
Print Name

PROPERTY OWNER

By: [Signature]
Title: MANAGER

(Seal)

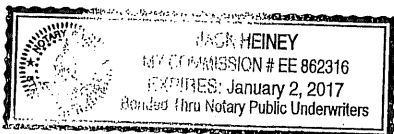
NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 26 day of Jan, 2015 by Debra Ann Shelton and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Jack Heiney
Notary Signature
JACK HEINEY
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

**APPROVED AS TO TERMS
AND CONDITIONS**

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

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF (E ½) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SAID SECTION 27, LESS THE NORTH 525.56 FEET THEREOF.

TOGETHER WITH: THE WEST ONE-HALF (W ½) OF THE EAST ONE-HALF (E ½) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SAID SECTION 27, LESS THE FOLLOWING THREE (3) PARCELS: THE NORTH 525.56 FEET THEREOF; THE SOUTH 30 FEET THEREOF, AND THE EAST 20 FEET THEREOF.

TOGETHER WITH: A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 680.41 FEET OF THE EAST 20 FEET OF THE WEST ONE-HALF (W ½) OF THE EAST ONE-HALF (E ½) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 30 FEET THEREOF.

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OK

10/02/08

✱



POTABLE WATER AND WASTEWATER

CFN 20150051764

OR BK 27334 PG 1645

RECORDED 02/12/2015 10:31:06

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1645 - 1654; (10pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
 (SDA)

THIS AGREEMENT made and entered into this 2nd day of February, 2015
 by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter
 referred to as "Utility", and G.L. HOMES OF BOCA RATON ASSOCIATES V, LTD, a
 Florida limited partnership, hereinafter referred to as "Property Owners."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as
 more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred
 to as "Property", whereupon Property Owner has or is about to develop the Property by erecting
 thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities
 hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the
 completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles
 Property Owner to densities which are greater than those allowed under the density provisions of the
 Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise
 be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and
 wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as
 used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water
 Utilities Department as may be amended from time to time, which is incorporated herein by
 reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to
 collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected
 with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which
 corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family
 residential category of Customer usage. This system capacity equivalency unit is utilized to
 establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees
 plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal
 agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

POTABLE WATER AND WASTEWATER

same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:
 - (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

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

Potable Water:	\$212.76	per ERC x	14.00	ERCs =	\$2,978.64
Wastewater:	\$298.56	per ERC x	14.00	ERCs =	\$4,179.84
			Franchise Fee		\$0.00
			TOTAL		\$7,158.48

Upon receipt of the MAP, Utility agrees to reserve 14.00 ERCs of Potable Water and Wastewater system capacity for Property Owner until **January 31, 2020** which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally

POTABLE WATER AND WASTEWATER

unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Property Owner, at its expense, shall also submit either: (a) a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property (said title policy or letter must be issued no earlier than thirty (30) days prior to submittal of the SDA); or (b) a Consent ad Joinder of Mortgage/Lienholder (supplied by the Utility) executed by any mortgagee or lienholder holding an interest in the Property.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

1600 Sawgrass Corporate Parkway
Sunrise, FL 33323

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions: None
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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 G.L. Homes of Boca Raton Associates V, Ltd.

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POTABLE WATER AND WASTEWATER

- 18. Non-Discrimination Policy** - The Property Owner 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.

Property Owner 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..

(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 D. Provenza
Signature
Judy D. Provenza
Typed or Printed Name

Anna M. Daniels
Signature
Anna M. Daniels
Typed or Printed Name

PALM BEACH COUNTY

By: Jim [Signature]
County Administrator or Designee

WITNESSES:

Gladys DiGirolamo
Signature
GLADYS DIGIROLAMO
Typed or Printed Name
Larry Portney
Signature
Larry Portney
Typed or Printed Name

PROPERTY OWNER:

G.L. Homes of Boca Raton Assoc. V, Ltd. *

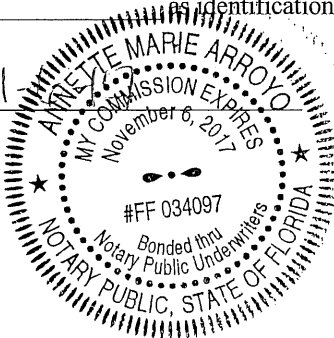
By: Kevin Ratterree, V.P.
Signature
KEVIN RATTERREE
Typed or Printed Name
VICE PRESIDENT
Title
* By G.L. Homes of Boca Raton V Corp.
{ Corporate Seal } General Partner

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of January, 2015 by KEVIN RATTERREE. He/she is personally known to me or has produced identification.

My Commission Expires: 11



Annette Arroyo
Signature of Notary
Annette Arroyo
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

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

COLLIER PUD

LEGAL DESCRIPTION:

BEING A PORTION OF TRACTS 39 AND 40, AND ALL OF TRACTS 41 AND 42, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2 OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH $00^{\circ}50'48''$ EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH $89^{\circ}46'38''$ WEST, ALONG A LINE 15.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 148.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ}46'38''$ WEST, A DISTANCE OF 2,478.32 FEET; THENCE NORTH $00^{\circ}51'09''$ WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH $89^{\circ}46'38''$ WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH $00^{\circ}51'09''$ WEST, ALONG THE WEST LINE OF SAID TRACTS 41 AND 42, A DISTANCE OF 659.13 FEET; THENCE NORTH $89^{\circ}47'18''$ EAST, ALONG THE NORTH LINE OF SAID TRACTS 39 AND 42, A DISTANCE OF 2,521.83 FEET; THENCE SOUTH $00^{\circ}50'48''$ EAST, ALONG A LINE 120.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 335.31 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,023.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}37'07''$, A DISTANCE OF 339.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 38.932 ACRES, MORE OR LESS.

OK
01/26/15 (A)

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

BANK OF AMERICA, N.A., as Agent ("**Lender**"), hereby certifies that, by virtue of that certain Assignment of Mortgage and other Loan Documents dated July 15, 2005 and recorded July 22, 2005, in Official Records Book 18955; at Page 274, of the Public Records of Palm Beach County, Florida, it is the mortgagee/lienholder under a mortgage given by **G.L. HOMES OF BOCA RATON ASSOCIATES V, LTD.**, a Florida limited partnership, in favor of FLORIDA RESIDENTIAL FUNDING, LLC, a Florida limited liability company, dated July 15, 2005 and recorded July 22, 2005 in Official Record Book 18955, Page, 249, of the Public Records of Palm Beach County, Florida, as same may be amended or modified from time to time, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **G.L. HOMES OF BOCA RATON ASSOCIATES V, LTD.**, a Florida limited partnership, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

LENDER, as mortgagee aforesaid, consents to the recording by **G.L. HOMES OF BOCA RATON ASSOCIATES V, LTD.** or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 21st day of January, 2015.

WITNESSES:

BANK OF AMERICA, N.A., as Agent

Anisia Zoagpy
Signature
Anisia Zoagpy
Typed or Printed Name

Dee Dee Lema
Signature
Nellie Lina
Typed or Printed Name

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

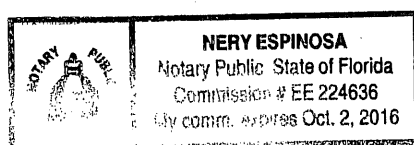
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by Carlos Hernandez, as VP of Bank of America, N.A., a national banking association, as Agent. He/she is personally known to me or has produced _____ as identification.

My Commission
Expires: 10/2/2016
EE224636
Serial Number

Nery Espinosa
Signature of Notary
Nery Espinosa
Typed, Printed, or Stamped Name



CFN 20150051766
 OR BK 27334 PG 1660
 RECORDED 02/12/2015 10:31:06
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1660 - 1670; (11pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 11th day of February, 20 15, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility", and **441 ACQUISITION, LLC**, a Florida limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the $\frac{5}{8}$ " x $\frac{3}{4}$ " 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.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility

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

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

Potable Water:	\$212.76 per ERC x	298.25 ERCs =	\$63,455.67
Wastewater:	\$298.56 per ERC x	298.25 ERCs =	\$89,045.52
		Franchise Fee	\$0.00
		TOTAL	\$152,501.19

Upon receipt of the MAP, Utility agrees to reserve 298.25 ERCs of Potable Water and Wastewater system capacity for Property Owner until **February 28, 2020**, 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.

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

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 provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.

12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

1600 Sawgrass Corporate Parkway, Ste. 400
Sunrise, FL 33323

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Additional Conditions: None
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
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 441 Acquisition, LLC.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

18. Non-Discrimination Policy - The Property Owner 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 Property Owner 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.

(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 Stiles
County Administrator or Designee

WITNESSES:

GLADYS DIGIBOLANO
Signature
GLADYS DIGIBOLANO
Typed or Printed Name
Larry Portney
Signature
Larry Portney
Typed or Printed Name

PROPERTY OWNER:

441 ACQUISITION, LLC, A FLORIDA LIMITED LIABILITY COMPANY
By: Kevin Ratterree
Signature
KEVIN RATTERREE
Typed or Printed Name
VICE PRESIDENT
Title

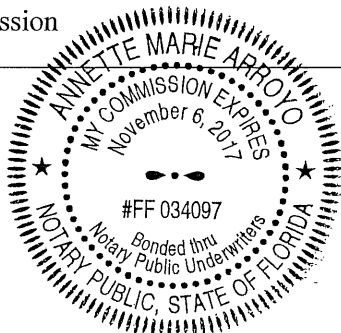
{ Corporate }
Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of January, 2015 by Kevin Ratterree. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____



Annette Arroyo
Signature of Notary
Annette Arroyo
Typed, Printed, or Stamped Name of Notary

Notary Public Serial Number 034097

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO TERMS AND CONDITIONS

By: Cristina
Assistant Director
Finance & Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

LEGAL DESCRIPTION:

TRACTS 17 THROUGH 24 AND 41 THROUGH 56 ALL IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

LESS AND EXCEPT THE WEST 80 FEET OF SAID TRACTS 17, 48 AND 49, ALSO BEING DESCRIBED AS THE WEST 80 FEET OF THAT PART OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LYING SOUTH OF THE NORTH LINE OF SAID TRACT 17 AND LYING NORTH OF THE SOUTH LINE OF SAID TRACT 49,

LESS AND EXCEPT THE NORTH 328.15 FEET OF THE EAST 149.32 FEET OF SAID TRACT 22, LESS AND EXCEPT THE NORTH 328.15 FEET OF SAID TRACTS 23 AND 24.

CONTAINING 112.765 ACRES MORE OR LESS.

OK
02/03/2015 G

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CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

FLORIDA COMMUNITY BANK, N.A. ("Lender") hereby certifies that it is the mortgagee/lienholder under a mortgage given by 441 ACQUISITION, LLC, a Florida limited liability company, dated November 10, 2014 and recorded November 12, 2014 in Official Record Book 27156, Page, 1272, of the Public Records of Palm Beach County, Florida, as same may be amended or modified from time to time, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and 441 ACQUISITION, LLC, a Florida limited liability company, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

LENDER, as mortgagee aforesaid, consents to the recording by 441 ACQUISITION, LLC, or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 5th day of January, 2015.

WITNESSES:

Terry Farina
Signature
TERRY FARINA
Typed or Printed Name

Madeline O. Rivera
Signature
MADLINE O. RIVERA
Typed or Printed Name

FLORIDA COMMUNITY
BANK, N.A.,

By: [Signature]

Title: Sr. Vice President

David Albright
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF Palm Beach

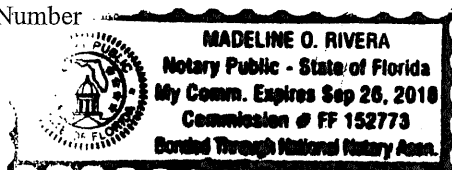
The foregoing instrument was acknowledged before me this 5 day of January, 2015, by DAVID ALBRIGHT, as SVP of Florida Community Bank, N.A., a national banking association. He/she is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Madeline O. Rivera
Signature of Notary

Serial Number _____

MADLINE O. RIVERA
Typed, Printed, or Stamped Name



STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of January, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **PALM BEACH INTERNATIONAL RACEWAY, LLC**, and **MOROSO INVESTMENT PARTNERS II, LLC**, hereinafter referred to as "Property Owners".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on December 5, 2008, hereinafter referred to as "Agreement" Resolution #R2009-0235; and

WHEREAS, Utility agreed to reserve 177.65 equivalent residential connections ("ERCs") of potable water and 177.65 "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	177.65	ERCs =	<u>\$37,796.81</u>
Wastewater:	\$298.56	per ERC x	177.65	ERCs =	<u>\$53,039.18</u>
SUBTOTAL					<u>\$90,835.99</u>
FRANCHISE FEE					<u>\$0.00</u>
TOTAL MAP DUE					<u>\$90,835.99</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:

**17133 Beeline Hwy.
Jupiter, FL 33478**

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 owners(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 Palm Beach International Raceway, LLC and/or Moroso Investment Partners II, 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:

Judy Provence
Signature
Judy Provence
Print Name

Anna M Daniels
Signature
Anna M. Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

WITNESSES:

Mike Mosher
Signature
Mike Mosher
Print Name

Solo Gann
Signature
Solo Gann
Print Name

PROPERTY OWNER

By: [Signature]
Title: Managing Partner
Palm Beach International
Raceway, LLC (Seal)

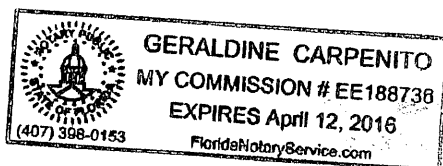
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of December, 2014 by Joseph L. Rich and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Geraldine Carpenito
Notary Signature
Geraldine Carpenito
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

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

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director, Finance
and Administration

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

WITNESSES:

Judy Provence
Signature
Judy Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

WITNESSES:

Mike Mosher
Signature
Mike Mosher
Print Name

Dolores Gann
Signature
Dolores Gann
Print Name

PROPERTY OWNER

By: [Signature]
Title: Managing Partner
Moroso Investment Partners II, LLC
(Seal)

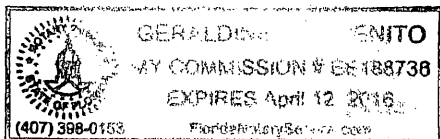
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of Dec, 20 14 by Joseph Lambert and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Geraldine Carpenito
Notary Signature
Geraldine Carpenito
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

By: Anna Mosher
Director, Finance and Administration
PBC Water Utilities Department

APPROVED AS TO TERMS AND CONDITIONS

By: Cynthia
Assistant Director, Finance
and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

A TRACT OF LAND IN SECTIONS 11 AND 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 710 (FOR CONVENIENCE THE EAST LINE OF SAID SECTION 14 IS ASSUMED TO BEAR NORTH 0°15'49" EAST, AND ALL OTHER BEARINGS SHOWN HEREIN ARE RELATIVE THERETO); THENCE NORTH 53°17'12" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 710 A DISTANCE OF 497.28 FEET TO A POINT IN A LINE PARALLEL TO AND 400 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SAID SECTION 14; THENCE NORTH 0°15'49" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 527.15 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 400 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 11 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 0°13'19" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF A 828.36 FEET TO A POINT IN A LINE PARALLEL TO AND 1090 FEET NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 710; THENCE NORTH 53°17'12" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1340.71 FEET; THENCE NORTH 53°55'33" EAST ALONG THE EXTENSION OF A LINE RADIAL TO A CURVE TO BE DESCRIBED, A DISTANCE OF 310.58 FEET TO A POINT IN THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS IS 65 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH AN ANGLE OF 54°20'02" A DISTANCE OF 74.12 FEET TO THE END OF SAID CURVE AND TO A POINT IN THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 11; THENCE NORTH 0°15'35" EAST ALONG SAID WEST LINE AND TANGENT TO SAID CURVE, A DISTANCE OF 3357.38 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 89°37'49" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1321.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0°13'19" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 5284.86 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 0° 15' 49" WEST ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF A 822.74 FEET TO THE POINT OF BEGINNING. LESS & EXCEPT THOSE CERTAIN PARCELS OF LAND DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 854, PAGE 792, AS MODIFIED BY THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1093, PAGE 541.

SAID PARCEL CONTAINING 132.64 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL II

BEING A PARCEL OF LAND LYING OVER LOTS 9-16, AS SHOWN ON THE UNRECORDED PLAT OF "PALM BEACH INDUSTRIAL PARK", AS PREPARED BY BROCKWAY, WEBER & BROCKWAY INC., DATED JUNE 1962, LYING IN SECTION 11, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POTABLE WATER AND WASTEWATER

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 11; PROCEED SOUTH $00^{\circ}04'54''$ EAST, ALONG THE WEST LINE OF THE EAST $\frac{1}{2}$ OF SAID SECTION 11, A DISTANCE OF 2831.20 FEET; THENCE NORTH $89^{\circ}55'06''$ EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF LOT 16, OF SAID UNRECORDED PLAT, AND A POINT ON A LINE 1090.00 FEET NORTH OF, AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BEELINE HIGHWAY (STATE ROAD NO. 710) (A 200 FOOT WIDE RIGHT-OF-WAY) (PER ROAD PLAT BOOK 2, PAGES 149-153 & DEED BOOK 1051, PAGE 407) PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE SOUTH $53^{\circ}39'25''$ EAST, ALONG SAID PARALLEL LINE AND ALONG THE NORTH LINE OF LOTS 9-16, OF SAID UNRECORDED PLAT, A DISTANCE OF 2004.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH $36^{\circ}20'35''$ WEST, DEPARTING SAID PARALLEL LINE, AND SAID NORTH LINE AND ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 1090.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH $53^{\circ}39'25''$ WEST, DEPARTING SAID EAST LINE, AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1187.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}34'31''$, AN ARC DISTANCE OF 23.38 FEET TO THE POINT OF TANGENCY, BEING A POINT ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST $\frac{1}{2}$ OF SAID SECTION 11, THENCE NORTH $00^{\circ}04'54''$ WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1342.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL ALSO KNOWN AS THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 11394, PAGE 1578, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID PARCEL CONTAINING 40.09 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL III

A TRACT OF LAND IN SECTION 11, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 710, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON MAP RECORDED IN ROAD PLAT BOOK 2, PAGES 149-153, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1249.70 FEET TO A POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE NORTHEASTERLY AT RIGHT ANGLES, A DISTANCE OF 1090 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES, A DISTANCE OF 200 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLES, A DISTANCE OF 1090 FEET TO A POINT IN SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 710; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

SAID PARCELS CONTAINING 5.01 ACRES

POTABLE WATER AND WASTEWATER

TOGETHER WITH:

PARCEL "A"

A TRACT OF LAND IN SECTION 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 710 AS SAID RIGHT-OF-WAY LINE IS SHOWN ON MAP IN ROAD PLAT BOOK 2, PAGES 149 TO 153, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 497.28 FEET TO THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 14, AND WHICH MAKES AN ANGLE WITH THE PRECEDING COURSE (MEASURED FROM SOUTHEAST THROUGH EAST TO NORTH) OF $126^{\circ}26'59''$ A DISTANCE OF 200 FEET; THENCE SOUTHEASTERLY AND PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200 FEET; THENCE SOUTHERLY AND PARALLEL TO SAID EAST LINE OF SECTION 14, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.74 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "B"

A TRACT OF LAND IN SECTIONS 11 AND 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 710, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON MAP RECORDED IN ROAD PLAT BOOK 2, PAGES 149 TO 153, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 497.28 FEET TO A POINT IN A LINE PARALLEL TO AND 400 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SAID SECTION 14; THENCE RUN NORTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE, WHICH MAKES AN ANGLE WITH THE PRECEDING COURSE (MEASURED FROM SOUTH THROUGH WEST TO NORTHWEST) OF $126^{\circ}26'59''$, A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 208.27 FEET; TO A POINT IN A LINE PARALLEL TO AND 560.88 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SAID SECTION 11, THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 947.34 FEET, TO A POINT IN A LINE PARALLEL TO AND 1090 FEET

POTABLE WATER AND WASTEWATER

NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 200.11 FEET, TO A POINT IN A LINE PARALLEL TO AND 400 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE SAID EAST LINE OF SECTION 11; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 828.39 FEET, TO A POINT IN A LINE PARALLEL TO AND 400 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE SAID EAST LINE OF SECTION 14; ;THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 327.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.27 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "C"

PORTIONS OF LOTS 2, 3, 4 AND 5 OF THE UNRECORDED PLAT OF PALM BEACH COUNTY INDUSTRIAL PARK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTIONS OF SECTIONS 11 AND 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 710, AS RECORDED IN ROAD PLAT BOOK 2, PAGES 149 THROUGH 153, INCLUSIVE, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; PROCEED SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2255.21 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT AN ANGLE OF 53°31'16" MEASURED FROM NORTHWESTERLY TO NORTHERLY, A DISTANCE OF 471.68 FEET; THENCE EASTERLY, AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 274.36 FEET TO A LINE PARALLEL TO AND 560.88 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SECTION 11; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, AT AN ANGLE OF 90°00'45" MEASURED FROM WESTERLY TO SOUTHERLY, A DISTANCE OF 266.01 FEET TO A LINE PARALLEL TO AND 560.88 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SECTION 14; THENCE SOUTHERLY, ALONG SAID PARALLEL LINE, AT AN ANGLE OF 179°57'30" MEASURED FROM NORTHERLY THROUGH WESTERLY TO SOUTHERLY, A DISTANCE OF 408.41 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 710; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, AT AN ANGLE TO THE PRECEDING COURSE OF 53°33'01" MEASURED FROM NORTHERLY TO NORTHWESTERLY, A DISTANCE OF 341.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.61 ACRES, MORE OR LESS.

CONTAINING IN ALL, 186.35 ACRES, MORE OR LESS.

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OK
11/25/08 (A)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 18th day of March, 2015 by and between VITAS HEALTHCARE OF FLORIDA, a FLORIDA CORPORATION (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install POTABLE WATER AND WASTEWATER FACILITIES ("Utility Facilities") (WUD Project No. 14-594); and

WHEREAS, the FDOT will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.
2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.
3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the FDOT or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. **MISCELLANEOUS PROVISIONS.**

4.1 **Notice.** All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

County: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: VITAS HEALTHCARE OF FLORIDA
ATTN: GENERAL COUNSEL
201 S. BISCAYNE BLVD STE 400
MIAMI FL 33131

With a copy to: VITAS HEALTHCARE OF FLORIDA
FACILITIES MANAGEMENT
201 S. BISCAYNE BLVD STE 400
MIAMI FL 33131

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** 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 Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

R. D. Looch
Print Name

[Signature]
Witness Signature

JEFF FARMER
Print Name

OWNER:

[Signature]
Signature

MICHAEL M. HANSEN
Print Name

S.V.P.
Title

VITAS HEALTHCARE OF FLORIDA
Company Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

NOTARY CERTIFICATE



The foregoing instrument was acknowledged before me this 18TH day of MARCH, 2015 by MICHAEL M. HANSEN and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires: 5-26-2015

[Signature]
Notary Signature

V. FIGAROLA
Typed, Printed or Stamped Name of Notary

ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this _____ day of _____, ____.

WITNESSES:

Debra M. West
Witness Signature

Debra M. West
Typed or Printed Name

Craig Williams
Witness Signature

Craig Williams
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 2nd day of March, 2015 by and between Lois Realty Corp., a Florida Corporation (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install a fire hydrant 1/2 405 lf - 2" Water Service and +/- 425 lf - 6" fire Main ("Utility Facilities") (WUD Project No. 14-531); and

WHEREAS, the fdot will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.
2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.
3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the fdot or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. **MISCELLANEOUS PROVISIONS.**

4.1 **Notice.** All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

County: Director
Palm Beach County Water Utilities
Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: Lois Realty Corp.
11540 Highway 92E
Seffner FL 33584

With a copy to: Rover To Go
400 Perimeter Center Terrace
Suite 800 Atlanta GA 30346
attn: Jeff Fink

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
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IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

Shamesia Horne
Print Name

[Signature]
Witness Signature

Terri Thiro
Print Name

OWNER:

[Signature]
Signature

Jeffrey H. Finkel
Print Name

Vice President
Title

Lois Realty Corp.
Company Name

(SEAL)

NOTARY CERTIFICATE

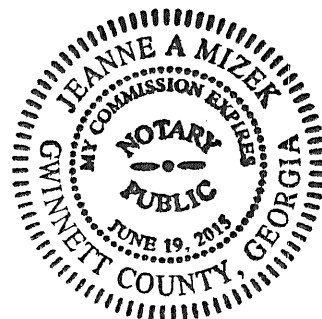
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of March, 2015 by Jeffrey H. Finkel and ✓ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Signature

Jeanne A. Mizek
Typed, Printed or Stamped Name of Notary



ACCEPTANCE

County does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this _____ day of _____, _____.

ATTEST:

Clerk & Comptroller (or Deputy Clerk)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

County Attorney

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

By: _____

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____

Department Director

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

WITNESSES:

Craig Williams
Witness Signature

Craig Williams
Typed or Printed Name

Sandra L. Smith
Witness Signature

Sandra L. Smith
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

WITNESSES:

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name

INDEMNITOR:

By: _____
Signature

Title

Typed or Printed Name

{ Corporate
Seal }

STATE OF _____
COUNTY OF _____

NOTARY CERTIFICATE