

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the months of August 2014, March and April 2015.

- A) Standard Potable Water and Wastewater Development Agreement with Pero West Land, LLC, #03-01036-000 (District 5);
- B) Standard Potable Water and Wastewater Development Agreement with HH Bowman, LLC, #02-01140-000 (District 2);
- C) Standard Potable Water & Wastewater Development Renewal Agreement with Lennar Homes, LLC, #05-01065-005 (District 3);
- D) Standard Potable Water and Wastewater Development Renewal Agreement with K. Hovnanian T&C Homes at Florida, LLC, #05-01086-000 (District 3);
- E) Standard Potable Water and Wastewater Development Renewal Agreement with Mazzone Farms, Inc., #05-01105-000 (District 5);
- F) Standard Potable Water and Wastewater Development Renewal Agreement with Minto Communities, LLC, #13-01018-000 (District 6);
- G) Standard Potable Water and Wastewater Development Renewal Agreement with Boynton Beach Associates XVIII, LLLP, #05-01073-000 (District 5);
- H) Standard Potable Water and Wastewater Development Renewal Agreement with Kidsanctuary Campus, Inc., #01-01209-000 (District 6);
- I) Standard Potable Water and Wastewater Development Renewal Agreement with Boca Raton Associates VII, LLLP, #09-01045-001 (District 5);
- J) Utility Concurrency Reservation Agreement with K. Hovnanian T&C Homes at Florida, LLC, #09-01072-000 (District 5);
- K) Utility Concurrency Reservation Agreement with Hedrick 33, LLC, #01-01229-000 (District 6);
- L) Indemnity Agreement with Devorah Real Estate, LLC. (District 5); and
- M) Indemnity Agreement with Charter PB Palm Beach, LLC. (District 3).

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 Board to receive and file. (MJ) **Original documents can be viewed in Minutes**

Background and Justification: The Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures 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).

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Attachments: Documents as listed in A through M above.

Recommended By: Jim Stiles 6-24-15
 Department Director Date

Approved By: Sharon B. By 6-29-15
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$375,908)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$375,908)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Is Item Included in Current Budget? Yes _____ No X

Reporting Category N/A

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

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

C. Department Fiscal Review: Alma Morant

III. REVIEW COMMENTS

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

Sherry Brown
 6/19
 OFMB

Dr. J. Jacobson 6/24/15
 Contract Development and Control
 6-24-15 B. Wheeler

B. Legal Sufficiency:

[Signature] 6/26/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Continues from Page 1

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

A) Standard Potable Water and Wastewater Development Agreement with Pero West Land, LLC, #03-01036-00 (District 5). The Agreement authorizes the Property Owner to reserve 68.30 Equivalent Residential Connections (ERC's) for water and 11.50 ERC's for wastewater for their development.

B) Standard Potable Water and Wastewater Development Agreement with HH Bowman, LLC, #02-01140-00 (District 2). The Agreement authorizes the Property Owner(s) to reserve 24.00 ERC's for both potable water and wastewater for their development.

C) Standard Potable Water and Wastewater Development Renewal Agreement with Lennar Homes, LLC #05-01065-005 (District 3). The Agreement authorizes the Property Owner(s) to renew their reservation of 73.45 ERCs for both potable water and wastewater for their development.

D) Standard Potable Water and Wastewater Development Renewal Agreement with K. Hovnanian T&C Homes at Florida, LLC, #05-01086-000 (District 3). The Agreement authorizes the Property Owner(s) to renew their reservation of 68.45 ERC's for both potable water and wastewater for their development.

E) Standard Potable Water and Wastewater Development Agreement with Mazzoni Farms, Inc., #05-01105-000 (District 5). The Agreement authorizes the Property Owner(s) to renew their reservation of 30.00 ERC's for water and 35.80 ERC's for wastewater for their development.

F) Standard Potable Water and Wastewater Development Renewal Agreement with Minto Communities, LLC, #13-01018-000 (District 6). The Agreement authorizes the Property Owner(s) to renew their reservation of 23.00 ERC's for both water and wastewater for their development.

G) Standard Potable Water and Wastewater Development Renewal Agreement with Boynton Beach Associates XVIII, LLLP, #05-01073-000 (District 5). The Agreement authorizes the Property Owner(s) to renew their reservation of 27.85 ERC's for water and 29.35 ERC's for wastewater for their development.

H) Standard Potable Water and Wastewater Development Renewal Agreement with Kidsanctuary Campus, Inc. #01-01209-000 (District 6). The Agreement authorizes the Property Owner(s) to renew their reservation of 11.60 ERC's for both water and wastewater for their development.

I) Standard Potable Water and Wastewater Development Renewal Agreement with Boca Raton Associates VII, LLLP, #09-01045-001 (District 5). The Agreement authorizes the Property Owner(s) to renew their reservation of 191.30 ERC's for water and 189.80 ERC's for wastewater for their development.

J) Utility Concurrency Reservation Agreement with K. Hovnanian T&C Homes at Florida, LLC, #09-01072-000 (District 5). The Agreement allows the Developer to demonstrate reservation of potable water and wastewater capacity (212.50 ERC's) in order to obtain concurrency and proceed with the developmental approvals.

K) Utility Concurrency Reservation with Hedrick 33, LLC, #01-01229-000 (District 6). The Agreement allows the Developer to demonstrate reservation of potable water and wastewater capacity (34.50 ERC's) in order to obtain concurrency and proceed with the developmental approvals.

L) Indemnity Agreement with Devorah Real Estate, LLC. (District 5). The agreement indemnifies the County against liability resulting from the installation of paver bricks within a portion of an existing utility easement by Devorah Real Estate, LLC.

M) Indemnity Agreement with Charter PB Palm Beach, LLC. (District 3). The agreement indemnifies the County against liability resulting from the installation of paver bricks within a portion of an existing utility easement by Charter PB Palm Beach, LLC.



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CFN 20150149263
OR BK 27489 PG 0490
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0490 - 498; (9pgs)

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

POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 22nd day of April, 2015, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and PERO WEST LAND, LLC, hereinafter referred to as "Property Owner."

WITNESSETH

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

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

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

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

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

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

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

SDA # 03-01036-000

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- (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

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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	68.30	ERCs =	\$14,531.51
Wastewater:	\$298.56	per ERC x	11.50	ERCs =	\$3,433.44
			TOTAL		\$17,964.95

Upon receipt of the MAP, Utility agrees to reserve 68.30 ERCs of Potable Water and 11.50 ERCs of Wastewater system capacity for Property Owner until **April 30, 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

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

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

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

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

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

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

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

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

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

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

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

**14095 State Road 7
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.

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 Developer(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 Pero West Land, LLC

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18. **Non-Discrimination.** 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 the 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. Provence
Signature
Judy D. Provence
Typed or Printed Name

Anna M Daniels
Signature
Anna M Daniels
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Slaton
County Administrator or Designee

WITNESSES:

Steven Carvajal
Signature
Steven Carvajal
Typed or Printed Name

Michelle Spradlin
Signature
MICHELLE SPRADLIN
Typed or Printed Name

PROPERTY OWNER:

By: Angela Pero
Signature
Angela Pero
Typed or Printed Name
Mayor
Title

{ Corporate Seal }

NOTARY CERTIFICATE

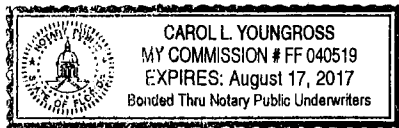
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31 day of March, 2015 by Angela Pero. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Carol L. Youngross
Signature of Notary

Carol L. Youngross
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number _____

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

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Assistant Director, Finance and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN ALL TRACTS 41 AND 44 AND A PORTION OF TRACTS 29, 30, 42 AND 43, OF BLOCK 65 PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO LYING WITHIN SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 01 DEGREE 01' 00" EAST, AS A BASIS OF BEARINGS, ALONG THE EAST LINE OF SAID BLOCK 65 SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 2,796.87 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88 DEGREES 59' 00" WEST, A DISTANCE OF 230.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 03' 04" EAST, ALONG THE WEST RIGHT-OF-WAY LINE FOR STATE ROAD NO. 7 (US HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93210-2524 AND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10644, PAGE 353, PALM BEACH COUNTY RECORDS, A DISTANCE OF 1,965.05 FEET; THENCE SOUTH 89 DEGREES 56' 39" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 43 AND 44 OF BLOCK 65 PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 1,195.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 44; THENCE NORTH 00 DEGREES 02' 29" WEST, ALONG THE WEST LINE OF SAID TRACTS 44, 41, AND 30 OF BLOCK 65 PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 1,966.54 FEET; THENCE NORTH 89 DEGREES 57' 23" EAST A DISTANCE OF 660.22 FEET THENCE SOUTH 00 DEGREES 02' 42" EAST, A DISTANCE OF 1.54 FEET; THENCE NORTH 89 DEGREES 57' 23" EAST A DISTANCE OF 501.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

OK
04/10/2015
⑦

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POTABLE WATER AND WASTEWATER

CFN 20150149268
OR BK 27489 PG 0520
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0520 - 528; (9pgs)

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

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 13th day of March, 2015
by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter
referred to as "Utility", and HH BOWMAN, LLC a Florida limited liability company 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;

SDA # 02-01140-000

POTABLE WATER AND WASTEWATER

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

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

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

POTABLE WATER AND WASTEWATER

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

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

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

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

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

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

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

Potable Water:	\$212.76 per ERC x	24.00	ERCs =	\$5,106.24
Wastewater:	\$298.56 per ERC x	24.00	ERCs =	\$7,165.44
			Franchise Fee	\$0.00
			TOTAL	\$12,271.68

Upon receipt of the MAP, Utility agrees to reserve 24.00 ERCs of Potable Water and Wastewater system capacity for Property Owner until March 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:

120 N. Swinton Ave.
Delray Beach, FL 33444

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.

POTABLE WATER AND WASTEWATER

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 HH Bowman, LLC.
18. **Non-Discrimination.** 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 the 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.

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy Provence
Signature
Judy Provence
Typed or Printed Name

Anna M Daniels
Signature
Anna M Daniels
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

[Signature]
Signature
JAMES W. McHANNATT
Typed or Printed Name

[Signature]
Signature
JEFF SCHNARS
Typed or Printed Name

PROPERTY OWNER:

By: [Signature]
Signature
John EVASIOS
Typed or Printed Name
Manager
Title

{ Corporate }
Seal }

NOTARY CERTIFICATE

STATE OF FL
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of February, 2015 by John EVASIOS. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary
Leslie McCurtin
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director, Finance and Administration


POTABLE WATER AND WASTEWATER

LEGAL DESCRIPTION:

THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 5.114 ACRES, MORE OR LESS

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OK
03/02/2015 

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 13th day of March, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and LENNAR HOMES, LLC, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on December 21, 2004, hereinafter referred to as "Agreement" (R2005-0290); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official Record Book 17986 Page 1952**; and

WHEREAS, on **February 17, 2015** all remaining ERC's were assigned to Property Owner; and

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

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

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

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

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

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

1. Recitals

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

2. Renewal of Capacity Reservation

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

SDRA # 05-01065-005

Potable Water:	\$212.76 per ERC x	73.45	ERCs =	<u>\$15,627.22</u>
Wastewater:	\$298.56 per ERC x	73.45	ERCs =	<u>\$21,929.23</u>
			SUBTOTAL	<u>\$37,556.45</u>
			FRANCHISE FEE	<u>\$0.00</u>
			TOTAL MAP DUE	<u>\$37,556.45</u>

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

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

3. Notifications

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

700 NW 107th Avenue Ste 400
Miami, FL 33172

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

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

5. Severability

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

6. Enforcement Costs

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

7. Entirety of Agreement

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

8. Successors in Interest

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

9. Counterparts

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

10. Filing

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

11. Modification of Agreement and Standard Renewal Agreement

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

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

12. Captions

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

13. Effective Date

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

14. Palm Beach County has established the Office of the Inspector General in Palm authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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.

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 Lennar Homes, LLC.

16. Non-Discrimination Policy - Property owner(s) 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:

[Signature]
Signature
Judy Provence
Print Name

[Signature]
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: [Signature]
Director, Water Utilities Department

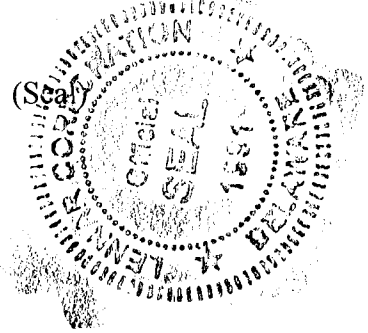
WITNESSES:

[Signature]
Signature
ZACHARY GRIFAN
Print Name

[Signature]
Signature
HORACIO MONCADA
Print Name

PROPERTY OWNER

By: [Signature]
Title: VICE PRESIDENT



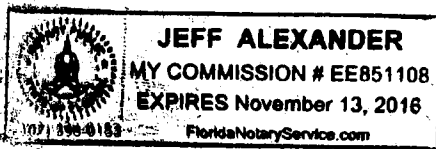
NOTARY CERTIFICATE

STATE OF FL
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 25 day of FEB, 2015 by CARLOS GONZALEZ who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary



Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: [Signature]
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Assistant Director
Finance & Administration

EXHIBIT A

LEGAL DESCRIPTION

Lots 29 and 30, Inclusive, Capistara P.U.D., according to the map or plat thereof, as recorded in Plat Book 110, Page 95 through 99, Inclusive, Public Records of Palm Beach County, Florida.

Together with a non-exclusive easement as set forth in that certain Community Declaration for Capistara recorded in Official Records Book 25985, Page 1679, Public Records of Palm Beach County, Florida.

00 42 45 12 29 000 0290 (Lot 29)

00 42 45 12 29 000 0300 (Lot 30)

AND

Lots 31 through 98, Inclusive, Capistara P.U.D., according to the map or plat thereof, as recorded in Plat Book 110, Page 95 through 99, Inclusive, Public Records of Palm Beach County, Florida.

Together with a non-exclusive easement as set forth in that certain Community Declaration for Capistara recorded in Official Records Book 25985, Page 1679, Public Records of Palm Beach County, Florida.

- Tax Parcel No. 00-42-45-12-29-000-0310
- Tax Parcel No. 00-42-45-12-29-000-0320
- Tax Parcel No. 00-42-45-12-29-000-0330
- Tax Parcel No. 00-42-45-12-29-000-0340
- Tax Parcel No. 00-42-45-12-29-000-0350
- Tax Parcel No. 00-42-45-12-29-000-0360
- Tax Parcel No. 00-42-45-12-29-000-0370
- Tax Parcel No. 00-42-45-12-29-000-0380
- Tax Parcel No. 00-42-45-12-29-000-0390
- Tax Parcel No. 00-42-45-12-29-000-0400
- Tax Parcel No. 00-42-45-12-29-000-0410
- Tax Parcel No. 00-42-45-12-29-000-0420
- Tax Parcel No. 00-42-45-12-29-000-0430
- Tax Parcel No. 00-42-45-12-29-000-0440
- Tax Parcel No. 00-42-45-12-29-000-0450
- Tax Parcel No. 00-42-45-12-29-000-0460
- Tax Parcel No. 00-42-45-12-29-000-0470
- Tax Parcel No. 00-42-45-12-29-000-0480
- Tax Parcel No. 00-42-45-12-29-000-0490
- Tax Parcel No. 00-42-45-12-29-000-0500
- Tax Parcel No. 00-42-45-12-29-000-0510
- Tax Parcel No. 00-42-45-12-29-000-0520
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- Tax Parcel No. 00-42-45-12-29-000-0550
- Tax Parcel No. 00-42-45-12-29-000-0560
- Tax Parcel No. 00-42-45-12-29-000-0570
- Tax Parcel No. 00-42-45-12-29-000-0580
- Tax Parcel No. 00-42-45-12-29-000-0590
- Tax Parcel No. 00-42-45-12-29-000-0600
- Tax Parcel No. 00-42-45-12-29-000-0610
- Tax Parcel No. 00-42-45-12-29-000-0620
- Tax Parcel No. 00-42-45-12-29-000-0630
- Tax Parcel No. 00-42-45-12-29-000-0640
- Tax Parcel No. 00-42-45-12-29-000-0650
- Tax Parcel No. 00-42-45-12-29-000-0660
- Tax Parcel No. 00-42-45-12-29-000-0670
- Tax Parcel No. 00-42-45-12-29-000-0680
- Tax Parcel No. 00-42-45-12-29-000-0690

Tax Parcel No. 00-42-45-12-29-000-0700
Tax Parcel No. 00-42-45-12-29-000-0710
Tax Parcel No. 00-42-45-12-29-000-0720
Tax Parcel No. 00-42-45-12-29-000-0730
Tax Parcel No. 00-42-45-12-29-000-0740
Tax Parcel No. 00-42-45-12-29-000-0750
Tax Parcel No. 00-42-45-12-29-000-0760
Tax Parcel No. 00-42-45-12-29-000-0770
Tax Parcel No. 00-42-45-12-29-000-0780
Tax Parcel No. 00-42-45-12-29-000-0790
Tax Parcel No. 00-42-45-12-29-000-0800
Tax Parcel No. 00-42-45-12-29-000-0810
Tax Parcel No. 00-42-45-12-29-000-0820
Tax Parcel No. 00-42-45-12-29-000-0830
Tax Parcel No. 00-42-45-12-29-000-0840
Tax Parcel No. 00-42-45-12-29-000-0850
Tax Parcel No. 00-42-45-12-29-000-0860
Tax Parcel No. 00-42-45-12-29-000-0870
Tax Parcel No. 00-42-45-12-29-000-0880
Tax Parcel No. 00-42-45-12-29-000-0890
Tax Parcel No. 00-42-45-12-29-000-0900
Tax Parcel No. 00-42-45-12-29-000-0910
Tax Parcel No. 00-42-45-12-29-000-0920
Tax Parcel No. 00-42-45-12-29-000-0930
Tax Parcel No. 00-42-45-12-29-000-0940
Tax Parcel No. 00-42-45-12-29-000-0950
Tax Parcel No. 00-42-45-12-29-000-0960
Tax Parcel No. 00-42-45-12-29-000-0970
Tax Parcel No. 00-42-45-12-29-000-0980

0107

WC / 215

CFN 20150149266
OR BK 27489 PG 0509
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0509 - 513; (5pgs)

SDRA #05-01086-000

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

THIS AGREEMENT is made and entered into this 8th day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **K. HOVNANIAN T&C HOMES AT FLORIDA, LLC**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **March 13, 2006**, hereinafter referred to as "Agreement" Resolution #R2006-0786; and

WHEREAS, Utility agreed to reserve 68.45 equivalent residential connections ("ERCs") of potable water and 68.45 "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 **March 31, 2015** ("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	68.45	ERCs =	\$14,563.42
Wastewater:	\$298.56	per ERC x	68.45	ERCs =	\$20,436.43
				SUBTOTAL	\$34,999.85
				FRANCHISE FEE	\$0.00
				TOTAL MAP DUE	\$34,999.85

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:

**3601 Quantum Blvd.
Boynton Beach, FL 33426**

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.

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.

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 K. Hovnanian T&C Homes at Florida, 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 D. Provence
Signature
Judy D. Provence
Print Name

Anna M Daniels
Signature
Anna M. Daniels
Print Name

PALM BEACH COUNTY

By: Jim State
Director, Water Utilities Department

WITNESSES:

Joe Gutuso
Signature
Joe Gutuso
Print Name

Stephanie L. Fisher
Signature
Stephanie L. Fisher
Print Name

PROPERTY OWNER

By: [Signature]
Title: Division President

(Seal)

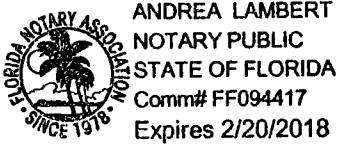
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of March,
2015 by Derek Fenech and _____
who is/are personally known to me or who has produced _____ as identification.

My Commission Expires: 2-20-2018

Andrea Lambert
Notary Signature
Andrea Lambert
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

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF LOT 2, TRACT 37, AS SHOWN ON THE GOVERNMENT PLAT OF THE HIATUS BETWEEN TOWNSHIPS 44 AND 45 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST; THENCE S.88°30'01"E. ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST, A DISTANCE OF 1817.31 FEET; THENCE S.01°29'59"W., A DISTANCE OF 54.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LANTANA ROAD (STATE ROAD 812), AS RECORDED IN OFFICIAL RECORD BOOK 5781, PAGE 1178 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.88°30'01"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 178.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,907.79 FEET AND A CENTRAL ANGLE OF 04°11'42"; THENCE EASTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 212.90 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 2,821.79 FEET AND A CENTRAL ANGLE OF 00°25'14"; THENCE EASTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.72 FEET; THENCE S.01°29'59"W. ALONG THE WEST LINE OF MILITARY AND LANTANA M.U.P.D.-PLAT NO. 1, AS RECORDED IN PLAT BOOK 85, PAGES 3 AND 4 OF SAID PUBLIC RECORDS, AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 513.97 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST; THENCE S.89°26'48"W. ALONG SAID NORTH LINE, A DISTANCE OF 347.60 FEET; THENCE S.00°33'12"E., A DISTANCE OF 52.14 FEET; THENCE S.89°26'48"W., A DISTANCE OF 29.85 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST; THENCE S.00°15'58"E. ALONG SAID EAST LINE, A DISTANCE OF 679.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF CONCEPT HOMES, AS RECORDED IN PLAT BOOK 45, PAGES 158 AND 159 OF SAID PUBLIC RECORDS; THENCE S.89°36'03"W. ALONG SAID NORTH LINE, A DISTANCE OF 332.70 FEET; THENCE N.00°18'00"W. ALONG THE EAST LINE OF BRYNTESON NURSERY, P.U.D. WILLOUGHBY FARMS, AS RECORDED IN PLAT BOOK 86, PAGES 198 THROUGH 204 OF SAID PUBLIC RECORDS, A DISTANCE OF 730.45 FEET; THENCE N.89°26'48"E. ALONG SAID EAST LINE, A DISTANCE OF 298.36 FEET; THENCE N.01°29'59"E. ALONG SAID EAST LINE, A DISTANCE OF 519.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
CONTAINING 456,443 SQUARE FEET OR 10.479 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS,
AND RIGHTS-OF-WAY OF RECORD.

OK
03/06/06 *GB*

WC 215



CFN 20150149265
OR BK 27489 PG 0504
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0504 - 508; (5pgs)

SDRA #05-01105-000

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

THIS AGREEMENT is made and entered into this gth day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **MAZZONI FARMS, INC.**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **March 23, 2010**, hereinafter referred to as "Agreement" Resolution #R2010-0781; and

WHEREAS, Utility agreed to reserve 30.00 equivalent residential connections ("ERCs") of potable water and 35.80 "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 **March 31, 2015** ("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	30.00	ERCs =	<u>\$6,382.80</u>
Wastewater:	\$298.56	per ERC x	35.80	ERCs =	<u>\$10,688.45</u>
				SUBTOTAL	<u>\$17,071.25</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$17,071.25</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:

6665 Skyline Drive
Delray Beach, FL 33446-2203

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.

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.

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 Mazzoni Farms, Inc.

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 D. Provence
Signature
Judy D. Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Stiles
Director, Water Utilities Department

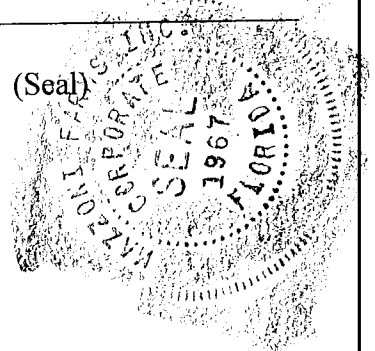
WITNESSES:

JENNIFER L. STRICKLAND
Signature
JENNIFER L. STRICKLAND
Print Name

April Garcia
Signature
April Garcia
Print Name

PROPERTY OWNER

By: William A. Mazzoni
Title: Pres.



NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of March, 2015 by WILLIAM A MAZZONI and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Jennifer L. Strickland
Notary Signature

Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra Morisset
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

TRACT 56, TRACT 57, AND THE EAST HALF OF THE 50 FOOT RIGHT OF WAY ADJACENT TO SAID TRACT 56, BLOCK 48, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 95 FEET THEREOF.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

OK
03/15/10 (A)

WC/2/15



CFN 20150149264
OR BK 27489 PG 0499
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0499 - 503; (5pgs)

SDRA #13-01018-000

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

THIS AGREEMENT is made and entered into this 8th day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **MINTO COMMUNITIES, LLC**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on March 12, 2007, hereinafter referred to as "Agreement" Resolution #R2007-0662; and

WHEREAS, Utility agreed to reserve 451.70 equivalent residential connections ("ERCs") of potable water and 451.70 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **March 31, 2015** ("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	23.00	ERCs =	<u>\$4,893.48</u>
Wastewater:	\$298.56	per ERC x	23.00	ERCs =	<u>\$6,866.88</u>
				SUBTOTAL	<u>\$11,760.36</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$11,760.36</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:

**4400 W. Sample Rd. Ste 200
Coconut Creek, FL 33073**

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.

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.

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 Minto Communities, LLC

17. Non-Discrimination Policy - The Property Owner(s) warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, natural 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:

PALM BEACH COUNTY

Judy D. Provence
Signature
Judy D. Provence
Print Name

By: Jim Stiles
Director, Water Utilities Department

Anna M Daniels
Signature
Anna M Daniels
Print Name

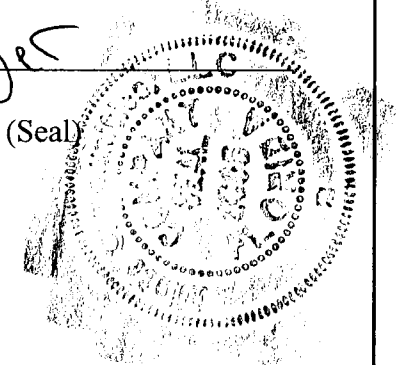
WITNESSES:

PROPERTY OWNER

Sandra A. Medeiros
Signature
Sandra A. Medeiros
Print Name

By: [Signature]
Title: Manager

Linda Yonke
Signature
LINDA YONKE
Print Name



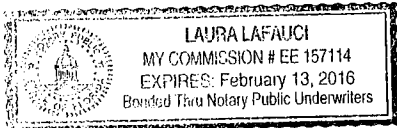
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH / BROWARD

The foregoing instrument was acknowledged before me this 30th day of March, 2015 by John Carter and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires: 2-13-2016

Laura LaFauci
Notary Signature
Laura LaFauci
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
County Attorney

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

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Assistant Director, Finance and Administration

POTABLE WATER AND WASTEWATER

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 13 AND 24, TOWNSHIP 43 SOUTH, RANGE 41 EAST, IN PALM BEACH COUNTY, FLORIDA, WHICH LIES WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89 DEGREES, 21 MINUTES, 44 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 200.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, AS DESCRIBED IN DEED BOOK 992, PAGES 123 THROUGH 126, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES, 40 MINUTES, 34 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 1532.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES, 40 MINUTES, 34 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 1267.34 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 21 SECONDS WEST ALONG THE NORTH LINE OF FOX PROPERTIES PLAT AS RECORDED IN PLAT BOOK 83, PAGES 65 THROUGH 67, INCLUSIVE, OF SAID PUBLIC RECORDS, A DISTANCE OF 1949.50 FEET; THENCE SOUTH 01 DEGREES, 12 MINUTES, 39 SECONDS WEST ALONG THE WEST LINE OF SAID FOX PROPERTIES PLAT, A DISTANCE OF 1300.68 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 21 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6320, PAGE 1285 OF SAID PUBLIC RECORDS, A DISTANCE OF 1772.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 3225.60 FEET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREE, 02 MINUTES, 27 SECONDS, A DISTANCE OF 58.60 FEET TO A NON-RADIAL INTERSECTION; THENCE NORTH 02 DEGREES, 08 MINUTES, 44 SECONDS EAST ALONG THE WEST LINE OF THE EAST THREE QUARTERS OF SAID SECTION 24 AND THE NORTHERLY EXTENSION THEREOF, SAID WEST LINE OF THE EAST THREE QUARTERS OF SECTION 24 ALSO BEING THE EAST LINE OF LA MANCHA PLAT AS RECORDED IN PLAT BOOK 29, PAGES 165 THROUGH 170, INCLUSIVE, OF SAID PUBLIC RECORDS, A DISTANCE OF 4463.07 FEET; THENCE SOUTH 63 DEGREES, 34 MINUTES, 44 SECONDS EAST ALONG THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 7, A DISTANCE OF 3771.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 584.00 FEET; THENCE SOUTHEASTERLY ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 7 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40 DEGREES, 25 MINUTES, 36 SECONDS, A DISTANCE OF 412.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 250.51 ACRES MORE OR LESS.

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OK
01/08/07 (A)

215



CFN 20150149262
OR BK 27489 PG 0485
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0485 - 489; (5pgs)

SDRA #05-01073-000

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

THIS AGREEMENT is made and entered into this 22nd day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **BOYNTON BEACH ASSOCIATES XVIII, LLLP**, Florida limited liability limited partnerships, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **March 31, 2005**, hereinafter referred to as "Agreement" Resolution #R2005-0930; and

WHEREAS, Utility agreed to reserve 139.35 equivalent residential connections ("ERCs") of potable water and 139.35 "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 **March 31, 2015** ("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.

The number of unused ERC's being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Agreement is:

Potable Water:	\$212.76 per ERC x 27.85 ERC's =	<u>\$ 5,925.37</u>
Wastewater:	\$298.56 per ERC x 29.35 ERC's =	<u>\$ 8,762.74</u>
	SUBTOTAL	<u>\$14,688.11</u>
	FRANCHISE FEE	<u>\$ 00.00</u>
	TOTAL MAP DUE	\$14,688.11

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:

1600 Sawgrass Corporate Pkwy., Suite 400
Sunrise, FL 33323-2890

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

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. 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.

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 Boynton Beach Associates XVIII, LLLP and/or Boynton Beach Associates X, LLLP.

16. 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:

PALM BEACH COUNTY

Judy D. Provence
Signature
Judy D. Provence
Print Name

By: Jim Stiles
Director, Water Utilities Department

Anna M Daniels
Signature
Anna M. Daniels
Print Name

WITNESSES:

BOYNTON BEACH
PROPERTY OWNER
ASSOC. XVIII, L.L.P., BY BOYNTON *
By: Kevin Patterree, V.P.
KEVIN PATTERREE
Title: VICE PRESIDENT

Gladys DiGirolamo
Signature
GLADYS DIGIROLAMO
Print Name

Clayton Rattiff
Signature
Clayton Rattiff
Print Name

(Seal)
* BEACH XVIII CORPORATION,
GENERAL PARTNER

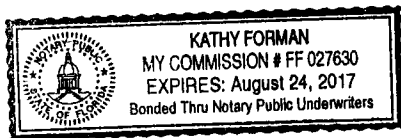
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ BROWARD

The foregoing instrument was acknowledged before me this 9 day of APRIL,
2015 by KEVIN PATTERREE and _____
who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

Kathy Forman
Notary Signature
Kathy Forman
Typed, Printed or Stamped Name of Notary



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

By: Sellva 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

CANYON TOWN CENTER

LEGAL DESCRIPTION

**ALL OF TRACT A, CANYON TOWN CENTER TMD, ACCORDING TO THE
PLAT THEROF, AS RECORDED IN PLAT BOOK 111, PAGES 17 THROUGH
19, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

OK
04/13/2015
G

W0/215



CFN 20150149261
OR BK 27489 PG 0480
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0480 - 484; (5pgs)

SDRA #01-01209-000

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

THIS AGREEMENT is made and entered into this 22nd day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **KIDSANCTUARY CAMPUS, INC**, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on **APRIL 24, 2008**, hereinafter referred to as "Agreement" Resolution #R2008-1100; and

WHEREAS, Utility agreed to reserve 17.40 equivalent residential connections ("ERCs") of potable water and 17.40 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **APRIL 30, 2015** ("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.

The number of unused ERC's being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Agreement is:

Potable Water:	\$212.76	per ERC x	11.60	ERCs =	<u>\$2,468.02</u>
Wastewater:	\$298.56	per ERC x	11.60	ERCs =	<u>\$3,463.30</u>
				SUBTOTAL	<u>\$5,931.32</u>
				FRANCHISE FEE	<u>\$0.00</u>
				TOTAL MAP DUE	<u>\$5,931.32</u>

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.

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:

700 South Dixie Hwy. Ste. 101
West Palm Beach, FL 33401

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

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

5. Severability

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

6. Enforcement Costs

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

7. Entirety of Agreement

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

8. Successors in Interest

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

9. Counterparts

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

10. Filing

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. 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.

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 Kidsanctuary Campus, Inc.

16. 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 D. Provence
Signature
Judy D. Provence
Print Name

Anna M Daniels
Signature
Anna M Daniels
Print Name

PALM BEACH COUNTY

By: Jim Steh
Director, Water Utilities Department

WITNESSES:

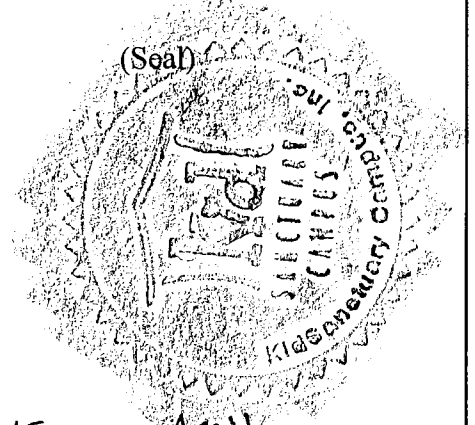
Barbara C. Garcia
Signature
Barbara C. Garcia
Print Name

Vincent Whalley
Signature
Vincent Whalley
Print Name

PROPERTY OWNER

By: Constance M Frankino
Title: President

NOTARY CERTIFICATE



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of April, 2015 by Constance M Frankino and _____ who is/are personally known to me or who has produced PL DL as identification.

My Commission Expires:

Martin Rico
Notary Signature
Martin Rico
Typed, Printed or Stamped Name of Notary



Martin Rico
State of Florida
My Commission Expires 02/12/2018
Commission No. FF 92429

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

THE WESTERLY 100 FEET OF TRACT 24, BLOCK 12, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS THE NORTHERLY 18 FEET FOR PIONEER ROAD RIGHT-OF-WAY AND THE WESTERLY 35 FEET THEREOF FOR LAKE WORTH DRAINAGE DISTRICT CANAL E-2 RIGHT-OF-WAY.

AND

THAT PART OF TRACT 25, BLOCK 12, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54. INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTHWESTERLY OF AND ADJACENT TO FLORIDA'S TURNPIKE RIGHT-OF-WAY; LESS THE WESTERLY 35 FEET THEREOF FOR LAKE WORTH DRAINAGE DISTRICT CANAL E-2 RIGHT-OF-WAY.

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OK
04-14-08 G

CFN 20150149260
OR BK 27489 PG 0475
RECORDED 04/24/2015 11:12:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0475 - 479; (5pgs)

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

SDRA # 09-01045-001

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of April, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on **March 19, 2004**, hereinafter referred to as "Agreement" (R2004-0751); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Official record Book 16693, Page 1212**; and

WHEREAS, on **December 28, 2012**, all remaining ERC's were assigned to Property Owner; and

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

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on **March 31, 2015** ("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	191.30	ERCs =	\$40,700.99
Wastewater:	\$298.56 per ERC x	189.80	ERCs =	\$56,666.69
			SUBTOTAL	\$97,367.68
			FRANCHISE FEE	\$0.00
			TOTAL MAP DUE	\$97,367.68

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:

**1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323-2890**

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 Developer(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.

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 Boca Raton Associates VII, LLLP.

16. Non-Discrimination Policy - Property owner(s) 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, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

Judy D. Provence
Signature
Judy D. Provence
Print Name

Anna M Daniels
Signature
Anna M. Daniels
Print Name

PALM BEACH COUNTY

By: Jim [Signature]
Director, Water Utilities Department

* CORPORATION, GENERAL PARTNER

WITNESSES:

Gladys DiGirolamo
Signature
GLADYS DIGIROLAMO
Print Name

Clayton Rattier
Signature
Clayton Rattier
Print Name

PROPERTY OWNER BOCA RATON ASSOCIATES
VII, L.L.P.S BY BOCA RATON VII *
By: Kevin Ratterree, V.P.
KEVIN RATTERREE
Title: VICE PRESIDENT

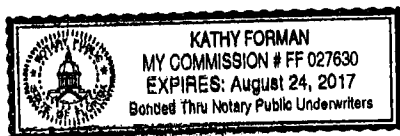
(Seal)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of APRIL,
2015 by KEVIN RATTERREE who is personally known to me or who has produced
as identification.

My Commission Expires: _____



Kathy Forman
Signature of Notary

Kathy Forman
Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

By: Delia Morist
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant Director, Finance and Administration

HYDER SOUTH
LEGAL DESCRIPTION:

A PORTION OF BLOCK 70, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 1 THRU 15, INCLUSIVE, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 38; ALSO LESS THOSE PORTIONS DESCRIBED IN OFFICIAL RECORDS BOOK 22302, PAGE 1590; LESS THE RIGHT-OF-WAY FOR LYONS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 12226, PAGE 1899; AND LESS THAT PORTION LYING EAST OF THE EAST RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 18 THRU 31, INCLUSIVE, TRACT 32, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD AND LESS THAT PORTION OF TRACT 32 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF SAID LYONS ROAD; TRACT 33, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 34 THRU 47, INCLUSIVE; TRACT 49, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT E-1 CANAL; TRACTS 50 THRU 64, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD, ALL LYING IN BLOCK 70, OF PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF THE ROAD RIGHTS-OF-WAY AS DESCRIBED IN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 9343, PAGE 73, AND AS SHOWN ON THE SAID PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 3 AS CONTAINED WITHIN THE ABOVE DESCRIBED PARCEL, LESS THE RIGHTS-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANALS AS DESCRIBED HEREIN AND LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 16, 17 AND 48, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANAL E-1, LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF U.S. 441, ALL BEING IN BLOCK 70, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 324.178 ACRES MORE OR LESS

OK
04-13-2015
G

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 1st day of April, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **K. HOVNANIAN T&C HOMES AT FLORIDA , LLC**, a Florida limited liability company, hereinafter referred to as "Developer."

WITNESSETH:

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

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

Potable Water Wastewater Reclaimed Water

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

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

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

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

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

UCRA # 09-01072-000

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

Potable Water:	\$212.76 per ERC x	212.5 ERCs =	\$45,211.50
Wastewater:	298.56 per ERC x	212.5 ERCs =	\$63,444.00
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$108,655.50</u>

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

**3601 Quantum Blvd.
Boynton Beach, FL 33426**

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

11. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigating 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.

12. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or K. Hovnanian T & C Homes at Florida I, LLC.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

WITNESSES:

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

Anna M. Daniels
Anna M Daniels
Type or Print Name

PALM BEACH COUNTY

By: Jim Stala
County Administrator or Designee

WITNESSES:

Michael Caputo
Michael Caputo
Type or Print Name

Andrea Lambert
Andrea Lambert
Type or Print Name

DEVELOPER:

By: Derek Fenech
Signature
Division President
Title

Derek Fenech
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF Florida
COUNTY Palm Beach

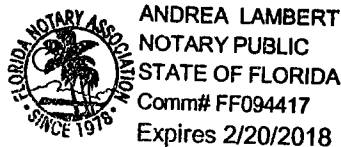
The foregoing instrument was acknowledged before me this 19th day of March, 2015 by Derek Fenech He/she is personally known to me or has produced as identification.

My Commission Expires: 2-20-2018

Signature of Notary Andrea Lambert

Andrea Lambert
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number FF094417



WATER UTILITIES DEPARTMENT APPROVAL:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS & conditions

By: [Signature]
Assistant Director, Finance & Administration

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION PUD

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 65.70 FEET; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 416.99 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48'38" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47'54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22'27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF SAID CURVE, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29'58" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04'30", A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34'33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31'46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59'08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, "SANDALFOOT COVE, SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 68°18'19", A DISTANCE OF 298.04 FEET; THENCE NORTH 64°10'54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 117.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 81°23'28" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 118.63 FEET AND A CENTRAL ANGLE OF 68°17'32", A DISTANCE OF 141.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 45°25'13", A DISTANCE OF 134.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°40'43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 66°37'09", A DISTANCE OF 209.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42'08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26°42'23", A DISTANCE OF 83.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24'31" EAST, A DISTANCE OF 196.16 FEET; THENCE SOUTH 13°30'49" EAST, A DISTANCE OF 126.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°15'07", A DISTANCE OF 82.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 100°32'56", A DISTANCE OF 149.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47'00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 40°29'03", A DISTANCE OF 211.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17'57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 64°08'12", A DISTANCE OF 134.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26'09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 66°26'17", A DISTANCE OF 139.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 82.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 107.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 25.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 200.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCESOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 87.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'24" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 29.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 60.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 89.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 664.89 FEET; THENCE SOUTH 60°57'37" WEST, A DISTANCE OF 155.48FEET; THENCE SOUTH 39°54'10" WEST, A DISTANCE OF 162.69FEET; THENCE SOUTH 18°03'22" WEST, A DISTANCE OF 414.58FEET; THENCE SOUTH 33°31'25" WEST, A DISTANCE OF 197.53FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 86.50FEET; THENCE SOUTH 27°45'22" WEST, ALONG THE WEST LINE OF "PLAT I OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 25.12FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT I OF BARWOOD", A DISTANCE OF 375.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 40.832 ACRES, MORE OR LESS.

DLC
03/24/2015
①

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 30th day of April, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **HEDRICK 33, LLC** a Florida limited liability company, hereinafter referred to as "Developer."

WITNESSETH:

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

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

Potable Water Wastewater Reclaimed Water

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

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

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

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

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

UCRA # 01-01229-000

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

Potable Water:	\$212.76 per ERC x	34.50 ERCs =	\$7,340.22
Wastewater:	\$298.56 per ERC x	34.50 ERCs =	\$10,300.32
Reclaimed Water:	\$0.00 per ERC	0.00 ERCs =	\$0.00
	x		
		UCF DUE	<u>\$17,640.54</u>

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

**2200 Centrepark W. Dr. Suite 100
West Palm Beach, FL 33409**

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

11. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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.

12. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Hedrick 33, LLC.

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

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

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

WITNESSES:

PALM BEACH COUNTY

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

By: Jim Stahl
County Administrator or Designee

Anna M Daniels
Type or Print Name
Anna M Daniels
Type or Print Name

WITNESSES:

DEVELOPER:

Stephen B. Liller
Type or Print Name
Stephen B. Liller
Type or Print Name

By: Peter Brennan
Signature
MEMR
Title

JEFF SCHNABS
Type or Print Name

Peter Brennan
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FL
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of April, 2015 by Peter Brennan. He/she is personally known to me or has produced as identification.

My Commission Expires: _____

Signature of Notary LMcCurtin



LESLIE A. MCCURTIN
MY COMMISSION # EE 140289
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services

Leslie A. McCurtin
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL:

By: Selma M Vest
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS & CONDITIONS

By: [Signature]
Assistant Director,
Finance & Administration

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 37, BLOCK 5, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THAT PORTION DEEDED TO PALM BEACH COUNTY IN THAT CERTAIN RIGHT-OF-WAY WARRANTY DEED, RECORDED IN O.R. BOOK 7053, PAGE 1594, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO LESS THE FOLLOWING:

A PARCEL OF LAND LYING WITHIN A PORTION OF TRACT 37, BLOCK 5, THE PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 37 WITH THE EAST RIGHT-OF-WAY LINE OF JOG ROAD, AS DESCRIBED IN O.R. BOOK 7053, PAGE 1594, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $89^{\circ}03'55''$ EAST, ALONG THE NORTH LINE OF SAID TRACT 37 (THE NORTH LINE OF SAID TRACT 37 IS ASSUMED TO BEAR NORTH $89^{\circ}03'55''$ EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 45.23 FEET TO A POINT; THENCE SOUTH $42^{\circ}54'04''$ WEST, A DISTANCE OF 50.49 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 33,283.74 FEET, A CENTRAL ANGLE OF $00^{\circ}27'14''$ AND A RADIAL BEARING AT THIS POINT OF SOUTH $86^{\circ}46'52''$ WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 263.73 FEET TO A POINT; THENCE SOUTH $11^{\circ}24'40''$ WEST, A DISTANCE OF 36.01 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE, SAID POINT LYING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 33,274.59 FEET, A CENTRAL ANGLE OF $00^{\circ}31'32''$ AND A RADIAL BEARING AT THIS POINT OF SOUTH $87^{\circ}17'43''$ WEST; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 305.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH $03^{\circ}13'49''$ WEST, A DISTANCE OF 30.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE COUNTY OF PALM BEACH, FLORIDA AND CONTAIN 9.240 ACRES, MORE OR LESS.

OK
09/25/14 G



PBC Water Utilities/Engineering
Account #1023

CFN 20150155013
OR BK 27498 PG 0248
RECORDED 04/29/2015 10:41:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0248 - 256; (9pgs)

Prepared by and return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

EXHIBIT "Z"

**INDEMNITY AGREEMENT
(Encroachment)**

THIS INDEMNITY AGREEMENT made and entered into this 27th day of August, 2014 by _____ and _____ between "Deloid Real Estate LLC" (hereinafter referred to as "Owner") whose address is 9897 Hagen Ranch Rd, Boynton Beach, FL 33473 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install Paver Bricks within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.

4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. 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 activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature
Craig R. Mason
Print Name

[Signature]
Witness Signature
CHASE FLEMING
Print Name

OWNER:

[Signature]
Robyn Superstein
Print Name

NOTARY CERTIFICATE



STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27 day of August, 2014 by Robyn Superstein who is personally known to me or who has produced as identification.

My Commission Expires: _____

[Signature]
Signature of Notary
Ashley Cherowitzo
Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

**PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS**

Madu L. Smith

Witness Sandra L. Smith

Print Name Anna M Daniels

Witness Signature Anna M Daniels

Print Name

By: Jim [Signature]
County Administrator or Designee

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

**CONSENT AND SUBORDINATION OF MORTGAGEE FOR INDEMNITY
AGREEMENT**

The undersigned mortgagee does hereby consent to this Indemnity Agreement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 26248/136, Page 51, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity Agreement.

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Mary Shane
Witness Signature

Mary Shane
Print Name

[Signature]
Witness Signature

Stacy Stanfiewicz
Print Name

GRANTOR/MORTGAGEE:

Name of Mortgagee: Chase

[Signature]
Signature

Rudy Havelko
Print Name (and Title if applicable)

By: _____

Print Name (and Title if applicable)

(SEAL)

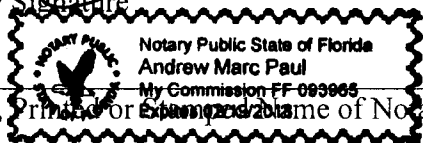
NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 27th day of October 2014, by ROBYN SIPERSTEIN and RODY HAVELKA, who is/are both personally known to me or who have produced FLDL SKZ-724-78-825-0 as identification.

My Commission Expires: 2/19/2018

[Signature]
Notary Signature



Typed, Printed or Electronically Name of Notary



**SKETCH & DESCRIPTION
PORTIONS OF PARCEL "A"**

PARADISE COMMONS
(P.B. 112, PG. 144, P.B.C.R.)

LAND DESCRIPTION:

EASEMENT 1:

Portions of Parcel "A", PARADISE COMMONS HAGEN RANCH & BOYNTON BEACH, M.U.P.D., as recorded in Plat Book 112, Page 144, of the Public Records of Palm Beach County, Florida, being a portion of an existing Utility Easement as described in Official Records Book 23658, Page 1513, of the said Public Records, described as follows:

COMMENCE at the northwest corner of said Parcel A; thence N89°03'43"E, along the north line of said Parcel "A", 10.00 feet to the centerline of said Utility Easement (the following three courses and distances being along said centerline); thence S00°56'17"E, 9.74 feet; thence S34°38'29"E, 46.79 feet; thence N89°03'43"E, 149.36 feet to the POINT OF BEGINNING; thence N00°56'17"W, 10.00 feet to the north line of said Utility Easement; thence N89°03'43"E along said north line, 86.57 feet; thence S00°56'17"E, 20.00 feet to the south line of said Utility Easement; thence S89°03'43"W, along said south line, 86.57 feet; thence N00°56'17"W, 10.00 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 17,314 square feet, more or less.

TOGETHER WITH:

EASEMENT 2:

COMMENCE at the northwest corner of said Parcel "A"; thence N89°03'43"E, along the north line of said Parcel "A", 10.00 feet to the centerline of said Utility Easement (the following four courses and distances being along said centerline); thence S00°56'17"E, 9.74 feet; thence S34°38'29"E, 46.79 feet; thence N89°03'43"E, 106.87 feet; thence S00°56'17"E, 102.88 feet; thence N89°03'19"E, 4.33 feet to the POINT OF BEGINNING; thence continue N89°03'19"E, 5.67 feet to the east line of said Utility Easement; thence S00°56'17"E, along said east line, 5.00 feet; thence S89°03'19"W, 5.67 feet; thence N00°56'17"W, 5.00 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 29 square feet, more or less.


TOGETHER WITH:

EASEMENT 3:

COMMENCE at the northwest corner of said Parcel "A"; thence N89°03'43"E, along the north line of said Parcel "A", 10.00 feet to the centerline of said Utility Easement (the following four courses and distances being along said centerline); thence S00°56'17"E, 9.74 feet; thence S34°38'29"E, 46.79 feet; thence N89°03'43"E, 106.87 feet; thence S00°56'17"E, 196.86 feet to the POINT OF BEGINNING; thence N24°32'50"E, 13.61 feet; thence S41°43'48"E, 7.65 feet; thence S24°32'50"W, 32.18 feet; thence S89°03'17"W, 4.21 feet; thence N00°56'43"W, 7.43 feet; thence N24°32'50"E, 16.75 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 235 square feet, more or less.

NOT VALID WITHOUT SHEETS 1 - 5

REVISIONS	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2014 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</p>	JOB #: 7920-25
		SCALE: 1" = 40'
		DATE: 10/16/2014
		BY: S.A.M.
		CHECKED: J.T.D.
		F.B. -- PG. --
		SHEET 1 OF 5

SKETCH & DESCRIPTION
PORTIONS OF PARCEL "A"
 PARADISE COMMONS
 (P.B. 112, PG. 144, P.B.C.R.)

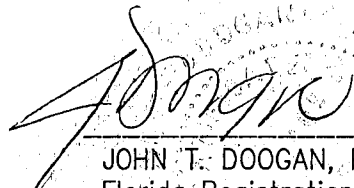
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the PARADISE COMMONS HAGEN RANCH & BOYNTON BEACH, M.U.P.D., according to the Plat thereof, based on the north line of Parcel "A" having a bearing of N89°03'43"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B. = Licensed Business; F.B. = Field Book; M.U.P.D. = Mixed Use Planned Development; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 10/20/2014

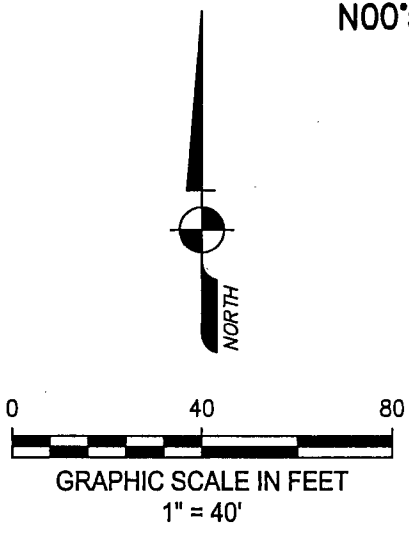
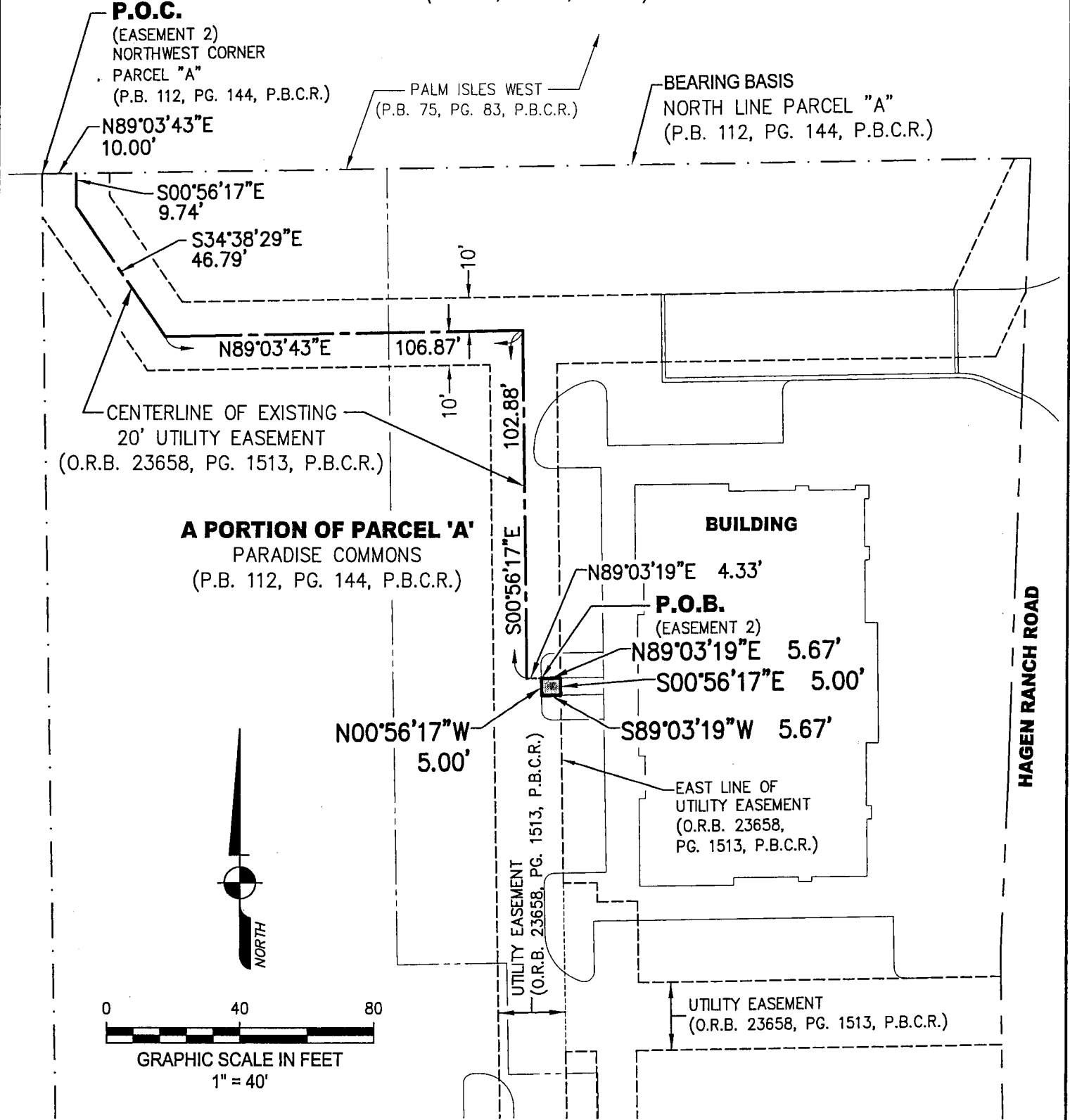

 JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 - 5

REVISIONS 	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com</p> <p><small>©2014 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>JOB #:</td><td>7920-25</td></tr> <tr><td>SCALE:</td><td>1" = 40'</td></tr> <tr><td>DATE:</td><td>10/16/2014</td></tr> <tr><td>BY:</td><td>S.A.M.</td></tr> <tr><td>CHECKED:</td><td>J.T.D.</td></tr> <tr><td>F.B. - PG. -</td><td>- -</td></tr> <tr><td>SHEET</td><td>2 OF 5</td></tr> </table>	JOB #:	7920-25	SCALE:	1" = 40'	DATE:	10/16/2014	BY:	S.A.M.	CHECKED:	J.T.D.	F.B. - PG. -	- -	SHEET	2 OF 5
JOB #:	7920-25															
SCALE:	1" = 40'															
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BY:	S.A.M.															
CHECKED:	J.T.D.															
F.B. - PG. -	- -															
SHEET	2 OF 5															

**SKETCH & DESCRIPTION
PORTIONS OF PARCEL "A"**

PARADISE COMMONS
(P.B. 112, PG. 144, P.B.C.R.)



NOT VALID WITHOUT SHEETS 1 - 5

REVISIONS

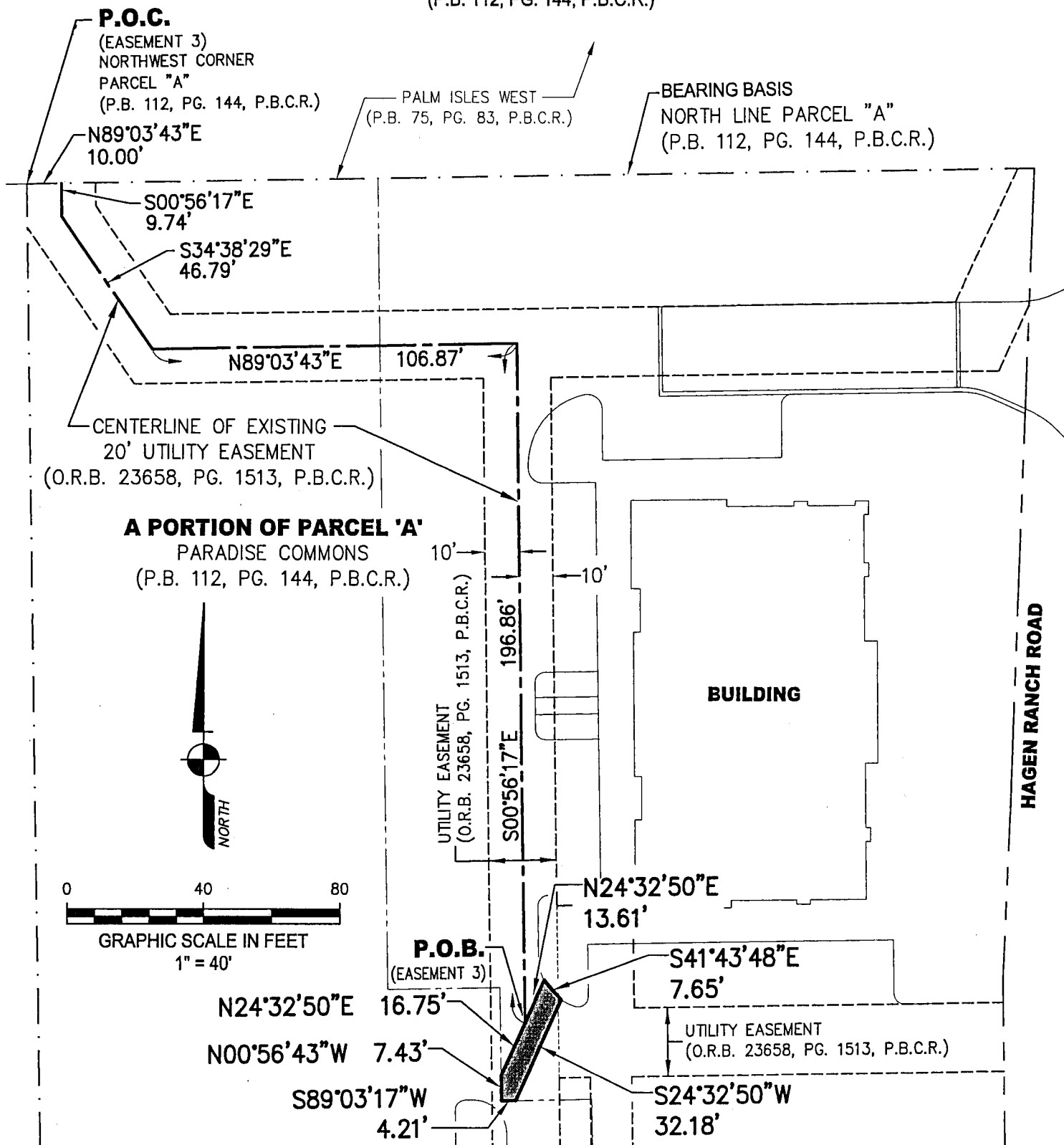


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SURVEYING & MAPPING
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JOB #:	7920-25
SCALE:	1" = 40'
DATE:	10/16/2014
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	- PG. -
SHEET	4 OF 5

**SKETCH & DESCRIPTION
PORTIONS OF PARCEL "A"**

PARADISE COMMONS
(P.B. 112, PG. 144, P.B.C.R.)



NOT VALID WITHOUT SHEETS 1 - 5

REVISIONS



AVIROM & ASSOCIATES, INC.
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JOB #:	7920-25
SCALE:	1" = 40'
DATE:	10/16/2014
BY:	S.A.M.
CHECKED:	J.T.D.
F.B. - PG. -	- -
SHEET	5 OF 5



CFN 20150155014
 OR BK 27498 PG 0257
 RECORDED 04/29/2015 10:41:32
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0257 - 263; (7pgs)

Prepared by and return to:
 Palm Beach County Water Utilities Department
 P.O. Box 16097
 West Palm Beach, Florida 33416-6097

INDEMNITY AGREEMENT
 (Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this ___ 8th ___ day of ___ August ___, 2014, by and between Chater PB Palm Beach, LLC (hereinafter referred to as "Owner") whose address is 1915 Harrison Street Hollywood FL 33020 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install brick pavers within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

6. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but not is 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 activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

THE REMAINDER OF THE PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature [Signature]
Print Name Amala Butler
Witness Signature [Signature]
Print Name Loures Chang

OWNER:

[Signature]
Signature
Marcelo Saiegh, Manager
Print Name (and Title if applicable)
Owner Signature
Print Name (and Title if applicable)

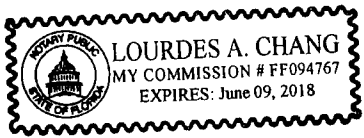
(SEAL)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of August, 2014 by Marcelo Saiegh and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:



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

WITNESSES:

Signed in the presence of:

[Signature]
Witness
Anna M Daniels
Print Name
[Signature]
Witness Signature
Sandra L. Smith
Print Name

**PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS**

BY: [Signature]
County Administrator or Designee

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

Prepared by and Return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

CONSENT AND SUBORDINATION OF MORTGAGEE FOR INDEMNITY AGREEMENT

The undersigned mortgagee does hereby consent to this Indemnity Agreement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 26829, Page 1028, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity Agreement.

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

Witness Signature
Pamela Butler
Print Name

Witness Signature
Laurie Chang
Print Name

GRANTOR/MORTGAGEE:

Name of Mortgagee:

Signature

Stephanie Hardy
Print Name (and Title if applicable)
managing member

By: _____

Print Name (and Title if applicable)

(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 1st day of August, 2014, by STEPHANIE HARDY and _____, who is/are both personally known to me or who have produced _____ as identification.

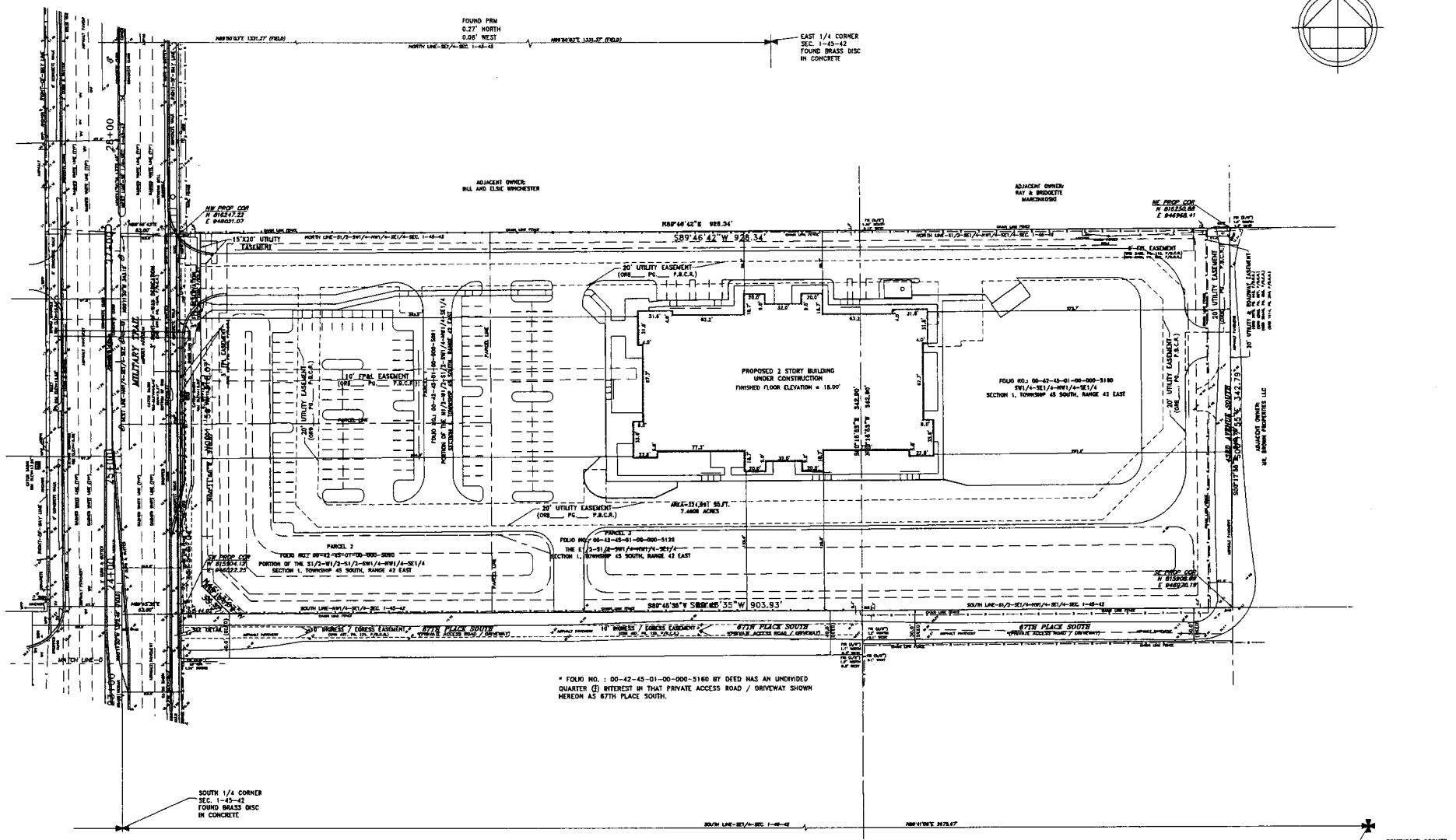
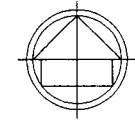
My Commission Expires:



Michelle Menown
Notary Signature

MICHELLE T. MENOWN
Typed, Printed or Stamped Name of Notary

ALTA/ACSM LAND TITLE SURVEY



* FOLD NO. : 00-42-45-01-00-000-5160 BY DEED HAS AN UNDIVIDED QUARTER (Q) INTEREST IN THAT PRIVATE ACCESS ROAD / DRIVEWAY SHOWN HEREON AS 87TH PLACE SOUTH.

REVISIONS	DATE	FB/PG	DWN	CHKD
ALTA/ACSM LAND TITLE SURVEY	08/28/14		AV	REC
ADDED RYCH ELEVATIONS TO EXISTING STRUCTURES	03/18/13		BRETON	JD
REVISED PLS DEVELOPMENT REVIEW COMMENTS	08/11/13		BRETON	JM
ADDED RYCH IN ELEVATIONS	04/09/13		JM	REC
REVISED PLS DEVELOPMENT REVIEW COMMENTS	06/07/13		JM	REC
REVISED SURVEY	07/16/13		JM	REC

REVISIONS	DATE	FB/PG	DWN	CHKD
REVISED COMMENTS REGARDING 87TH PLACE SOUTH	07/22/14		JM	REC
ADDED RYCH TO PARCEL 2	11/07/13		BRETON	AV
ADDED RYCH TO PARCEL 1	11/07/13		BRETON	JD
REVISED THIS DOCUMENT	05/11/13		JD	REC
RECALCULATED QUANTITIES PER DISCUSSION WITH ATTORNEYS	01/09/14		REC	REC

REVISIONS	DATE	FB/PG	DWN	CHKD
BUILDING LOCATION	03/18/14		JD	REC
ADDED STATE PLANE COORDINATES TO SUBURBY	03/18/14		JD	REC
POWERLINE SURVEY	04/29/14		JM	REC
REVISED DESCRIPTION AND ADDED ONE 1814, FC 304	08/27/14		JM	REC

PROJECT NUMBER : 6853-12
SCALE : 1" = 40'

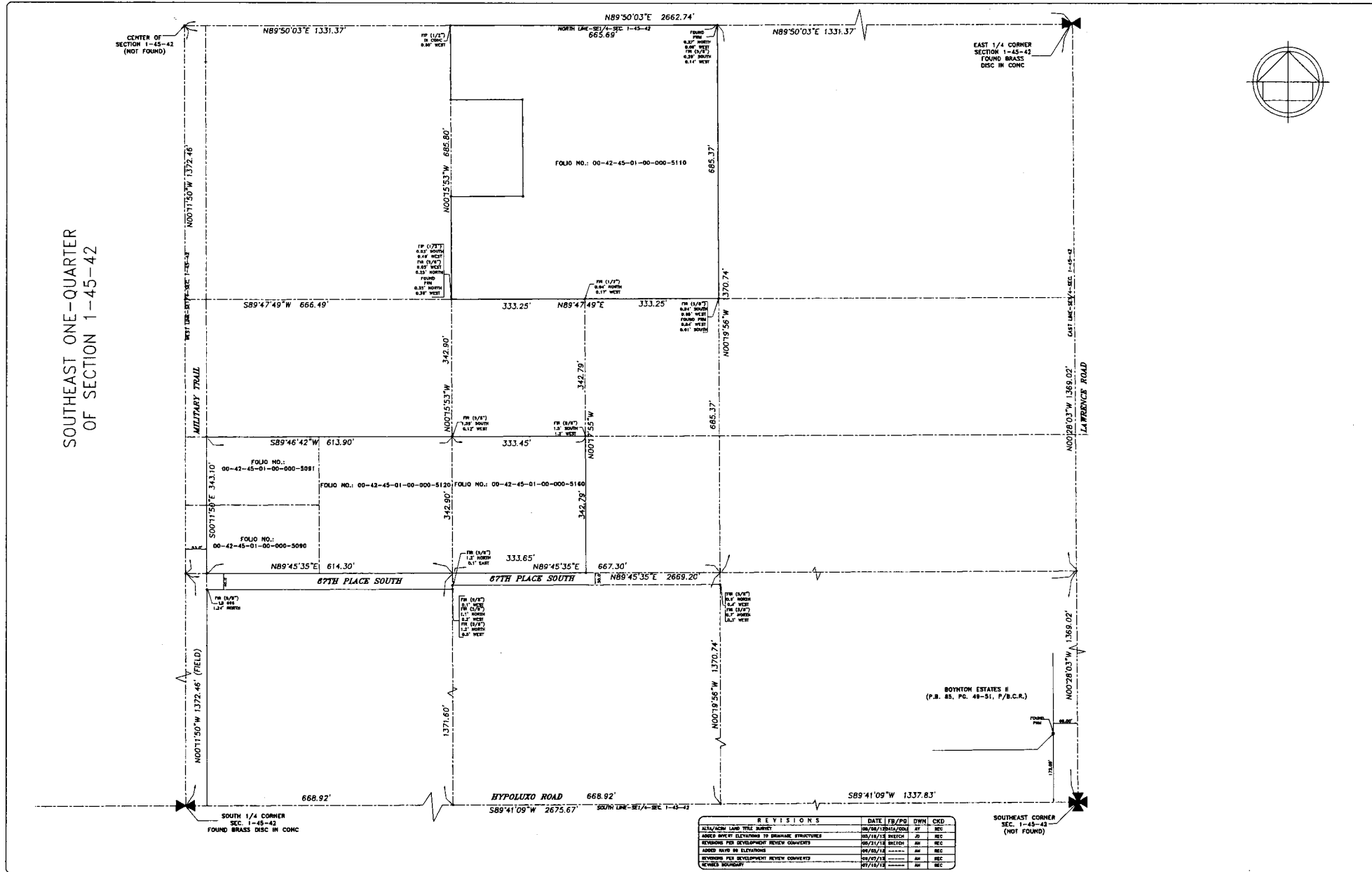
SHEET 2 OF 3 SHEETS

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
MG3 DEVELOPER GROUP

TRAILS CHARTER SCHOOL
LAKE WORTH, FLORIDA

SOUTHEAST ONE-QUARTER
OF SECTION 1-45-42



REVISIONS	DATE	FB/PG	DWN	CHK
ALL/ACM LAND TITLE SURVEY	02/01/14	---	---	---
ADDED BEYER ELEVATIONS TO BRUSHING STRUCTURES	02/18/14	BRECH	JD	REC
REMOVED PER DEVELOPMENT REVIEW COMMENTS	02/21/14	BRECH	AM	REC
ADDED BEYER ELEVATIONS	02/26/14	---	---	---
REMOVED PER DEVELOPMENT REVIEW COMMENTS	02/27/14	---	---	---
REVISED BOUNDARY	02/19/14	---	---	---

REVISIONS	DATE	FB/PG	DWN	CHK
PROPOSED CORRECTIONS REGARDING 67TH PLACE SOUTH	02/22/14	---	---	---
REMOVED PER DEVELOPMENT REVIEW COMMENTS	02/27/14	BRECH	AM	REC
ADDED BEYER ELEVATIONS	02/27/14	BRECH	AM	REC
REMOVED PER DEVELOPMENT REVIEW COMMENTS	02/27/14	---	---	---
REVISED BOUNDARY	02/19/14	---	---	---

REVISIONS	DATE	FB/PG	DWN	CHK
BUILDING LOCATIONS	02/18/14	---	---	---
ADDED BEYER ELEVATIONS TO BRUSHING	02/20/14	---	---	---
FORWARDED SURVEY	02/25/14	---	---	---
REVISED CERTIFICATION AND ADDED ONE 1814, PG. 204	02/21/14	---	---	---

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION: LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT:
MG3 DEVELOPER GROUP

TRAILS CHARTER SCHOOL
LAKE WORTH, FLORIDA

PROJECT NUMBER: 6853-12
SCALE: 1" = 40'
SHEET 3 OF 3 SHEETS