

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$908,876)</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>(\$908,876)</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 4000 Dept. 720 Unit 4200 Object 6992

Is Item Included in Current Budget? Yes No

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: Selma M. West

III. REVIEW COMMENTS

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

[Signature]
OFMB

[Signature] 4/19/16
Contract Development and Control

B. Legal Sufficiency:

[Signature] 4/20/16
Assistant County Attorney

C. Other Department Review:

Department Director

Continued From Page 1

Background and Justification:

A) Utility Concurrency Reservation Agreement with Pulte Home Corporation., #02-01146-000. The Agreement allows the developer located south of Lake Worth Road, west of the Florida Turnpike to reserve 938 Equivalent Residential Connections (ERC's) for potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. (District 6)

B) Utility Concurrency Reservation Agreement with Pilot Travel Centers, LLC, #16-01001-000. The Agreement allows the developer located on the NE corner of US Highway 27 and NW 1st Street in South Bay to reserve 16.25 ERC's for potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. (District 6)

C) Standard Potable Water and Wastewater Development Renewal Agreement with Boynton Beach Associates XXIV, LLLP, #09-01051-000. The Agreement authorizes the Property Owners located west of Lyons Road, east of SR 7, south of Atlantic Avenue to renew their reservation of 754.2 ERC's for potable water and 764.3 ERC's for wastewater for an additional five (5) years. (District 5)

D) Standard Potable Water and Wastewater Development Agreement with Atlantis Self Storage, LLC, LLC, #02-01144-000. The Agreement authorizes the Property Owner located at 4960 S. Military Trail in Lake Worth to reserve 11.6 ERC's for both potable water and wastewater for five (5) years. (District 3)

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 4th day of March, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and PULTE HOME CORPORATION a Florida corporation, 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 [X] Wastewater [X] 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 #02-01146-000

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

Potable Water:	\$221.16 per ERC x	938.00 ERCs =	\$207,448.08
Wastewater:	310.44 per ERC x	938.00 ERCs =	\$291,192.72
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$498,640.80</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:

24311 Walden Center Drive, Ste. 300
Bonita Springs, FL 34134

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 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 Pulte Home Corporation.

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

The Developer has submitted to 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:

Judy D. Provence
Type or Print Name

Victor M. Ontic
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Tanya Venhuizen
Type or Print Name

Kimberly Howes
Type or Print Name

DEVELOPER:

By: [Signature]
Signature
VP LAND DEVELOPMENT +
Title ACQUISITION

CHRIS HASTY
Typed or Printed Name

NOTARY CERTIFICATE

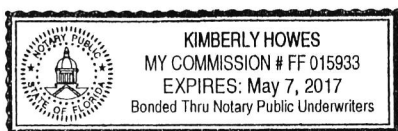
STATE OF FLORIDA
COUNTY LEE

The foregoing instrument was acknowledged before me this 20th day of OCTOBER, 2015 by CHRIS HASTY. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary [Signature]

Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS
BY: [Signature]
Assistant Director
Finance and Administration

DESCRIPTION: PUD

PARCEL 1

A PORTION OF TRACTS 37 AND 44, BLOCK 28, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 44; THENCE S.89°03'30"W. ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 352.20 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.00°28'31"W., A RADIAL DISTANCE OF 460.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°39'56", A DISTANCE OF 117.74 FEET; THENCE N.75°48'35"W., A DISTANCE OF 58.77 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 14°27'05"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 136.20 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 44; THENCE N.00°56'30"W. ALONG THE WEST LINE OF SAID TRACTS 37 AND 44, A DISTANCE OF 1,234.43 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-13 CANAL, AS RECORDED IN OFFICIAL RECORD BOOK 6495, PAGE 761 OF SAID PUBLIC RECORDS, SAID RIGHT-OF-WAY LINE BEING 35.64 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 37; THENCE N.89°03'30"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 659.82 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT 37; THENCE S.00°56'30"E. ALONG THE EAST LINE OF SAID TRACTS 37 AND 44, A DISTANCE OF 1,284.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

ALL OF TRACTS 14, 19, 20, 29 AND 30, TOGETHER WITH A PORTION OF TRACTS 13, 31 AND 32, TOGETHER WITH ALL THAT PORTION OF THE 30 FOOT WIDE RIGHT-OF-WAY LYING BETWEEN SAID TRACTS 13, 14 AND 19, 20, ALL IN BLOCK 28, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE N.00°56'30"W. ALONG THE WEST LINE OF SAID TRACTS 13, 20 AND 29, A DISTANCE OF 1,960.00 FEET; THENCE N.89°03'30"E ALONG A LINE 50.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 13, A DISTANCE OF 100.00 FEET; THENCE N.00°56'30"W. ALONG A LINE 100.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID TRACT 13, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT 13; THENCE N.89°03'30"E. ALONG THE NORTH LINE OF SAID TRACTS 13 AND 14, A DISTANCE OF 1,219.64 FEET TO THE NORTHEAST CORNER OF SAID TRACT 14; THENCE S.00°56'30"E. ALONG THE EAST LINE OF SAID TRACTS 14, 19 AND 30, A DISTANCE OF 1680.00 FEET; THENCE N.89°03'30"E. ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID TRACTS 31 AND 32, A DISTANCE OF 952.25 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-

OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2W CANAL, AS RECORDED IN OFFICIAL RECORD BOOK 24358, PAGE 1059 OF SAID PUBLIC RECORDS, AND THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.88°51'16"E., A RADIAL DISTANCE OF 11,602.25 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 01°37'48", A DISTANCE OF 330.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 32; THENCE S.89°03'30"W. ALONG THE SOUTH LINE OF SAID TRACTS 29, 30, 31 AND 32, A DISTANCE OF 2,277.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

ALL OF TRACTS 45, 46, 47, 50, 51 AND 52, TOGETHER WITH A PORTION OF TRACTS 33, 34, 35, 36, 48, 49, 61, 62, 63 AND 64, TOGETHER WITH ALL THAT PORTION OF THE 30 FOOT WIDE RIGHT-OF-WAY LYING BETWEEN SAID TRACTS 45 THROUGH 48 AND 49 THROUGH 52, TOGETHER WITH THE EAST ONE-HALF OF THE 30 FOOT RIGHT-OF-WAY LYING WEST OF AND ADJACENT TO SAID TRACTS 52 AND 61, ALL IN BLOCK 28, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 36; THENCE S.00°56'30"E. ALONG THE WEST LINE THEREOF, A DISTANCE OF 43.56 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-13 CANAL, AS RECORDED IN OFFICIAL RECORD BOOK 6495, PAGE 761 OF SAID PUBLIC RECORDS, SAID RIGHT-OF-WAY LINE BEING 43.56 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 36, AND THE POINT OF BEGINNING; THENCE N.89°03'30"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 659.82 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT 36; THENCE S.00°56'30"E. ALONG THE EAST LINE OF SAID TRACT 36, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID L-13 CANAL, A DISTANCE OF 2.64 FEET; THENCE N.89°03'30"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID L-13 CANAL, SAID RIGHT-OF-WAY LINE BEING 46.20 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 33, 34 AND 35, A DISTANCE OF 1,620.63 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2W CANAL, AS RECORDED IN OFFICIAL RECORD BOOK 24358, PAGE 1059 OF SAID PUBLIC RECORDS, AND THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.86°50'53"E., A RADIAL DISTANCE OF 11,602.25 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°40'12", A DISTANCE OF 135.66 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 7,495.75 FEET AND A CENTRAL ANGLE OF 02°48'44"; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 367.91 FEET; THENCE S.08°57'50"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 111.68 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED IN ROAD PLAT BOOK 11, PAGES 54 THROUGH 59 OF SAID PUBLIC RECORDS; THENCE S.00°58'26"E., A DISTANCE OF 1,974.96 FEET TO A POINT OF INTERSECTION WITH NORTH RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE

DISTRICT L-14 CANAL, AS RECORDED IN OFFICIAL RECORD BOOK 6495, PAGE 761 OF SAID PUBLIC RECORDS, SAID RIGHT-OF-WAY LINE BEING 34.98 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 61 THROUGH 64; THENCE S.89°03'30"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,327.64 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN 30 FOOT WIDE RIGHT-OF-WAY LYING WEST OF AND ADJACENT TO SAID TRACTS 52 AND 61; THENCE N.00°56'30"W. ALONG SAID CENTERLINE, A DISTANCE OF 1,284.99 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT 52; THENCE N.89°03'30"E., A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 52; THENCE N.00°56'30"W. ALONG THE WEST LINE OF SAID TRACTS 36 AND 45, A DISTANCE OF 1,306.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
CONTAINING 9,796,718 SQUARE FEET/224.902 ACRES MORE OR LESS.

OK
02/29/16
GA

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 8th day of February, 2016 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **PILOT TRAVEL CENTERS, LLC**, 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 # 16-01001-000

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

Potable Water:	\$00.00 per ERC x	16.25 ERCs =	\$00.00
Wastewater:	00.00 per ERC x	16.25 ERCs =	\$00.00
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$00.00</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:

**5508 Lonas Drive
Knoxville, TN 37909**

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 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 Pilot Travel Centers, LLC.

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

The Developer has submitted to 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.

(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 Provence
Type or Print Name

Victor M. Oatis
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Deborah Jebeli
Type or Print Name

Brad Alsup
Type or Print Name

DEVELOPER:

By: David A. Clothier
Signature
Authorized Representative
Title

David A. Clothier
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF TN
COUNTY KNOX

The foregoing instrument was acknowledged before me this 18th day of January, 2015 by David A. Clothier. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 12/21/2016

Signature of Notary Stacy J. Stanley
Stacy J. Stanley
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____



WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra Morant
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]
Assistant Director
Finance and Administration

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF TRACT 21, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY AND PLAT OF THE TOWN OF SOUTH BAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 46, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 21; THENCE NORTH 00°55'35" WEST ALONG THE EAST LINE OF SAID TRACT 21, ALSO BEING THE WEST LINE OF BLOCK "K" OF SAID PLAT FOR A DISTANCE OF 92.62 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SOUTH 92.62 FEET OF SAID TRACT 21 AND THE NORTH RIGHT OF WAY LINE OF NW 1ST STREET FOR A DISTANCE OF 202.93 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 578.62 FEET TO A POINT 7.5 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 21, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY; THENCE SOUTH 89°52'54" EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 193.58 FEET TO A POINT ON SAID EAST LINE OF TRACT 21; THENCE SOUTH 00°55'35" EAST ALONG SAID EAST LINE OF TRACT 21 AND WEST LINE OF BLOCK "K" FOR A DISTANCE OF 578.19 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRAPEZOIDAL PARCEL OF LAND LOCATED IN A PORTION OF TRACTS 21 AND 25, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY AND PLAT OF THE TOWN OF SOUTH BAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 46, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 92.62 FEET, MEASURED AT RIGHT ANGLES, NORTHERLY FROM THE SOUTH LINE OF SAID TRACT 21 AND 50 FEET, MEASURED AT RIGHT ANGLES, NORTHEASTERLY FROM THE CENTERLINE OF STATE ROAD #25; THENCE FOR A FIRST COURSE EASTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF NORTHWEST FIRST STREET AND PARALLEL TO THE SOUTH LINE OF TRACT 21, A DISTANCE OF 310 FEET; THENCE FOR A SECOND COURSE, NORTHERLY AND AT RIGHT ANGLES TO THE FIRST COURSE A DISTANCE OF 310 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FOR A THIRD COURSE WESTERLY AND PARALLEL TO THE FIRST COURSE A DISTANCE OF 456.87 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD #25; THENCE FOR FOURTH COURSE SOUTH 25°21' EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD #25 A DISTANCE OF 343.03 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

BEING A PARCEL OF LAND LYING IN TRACTS 21 AND 25, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY AND PLAT OF THE TOWN OF SOUTH BAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 46, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 21; THENCE NORTH 00°55'35" WEST ALONG THE EAST LINE OF SAID TRACT 21, ALSO BEING THE WEST LINE OF BLOCK "K" OF SAID PLAT FOR A DISTANCE OF 92.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°55'35" WEST, ALONG SAID LINE, A DISTANCE OF 578.19 FEET TO A POINT THAT IS 7.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACTS 21 AND 25, AND NORTH LINE OF SAID SECTION 14; THENCE NORTH 89°52'55" WEST, ALONG SAID LINE, A DISTANCE OF 193.58 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 268.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 402.61 FEET OF SAID TRACTS 21 AND 25; THENCE NORTH 89°59'57" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 456.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD 25); THENCE SOUTH 25°16'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 342.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NW 1ST STREET; THENCE NORTH 90°00'00" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 512.93 FEET TO THE POINT OF BEGINNING.

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01/28/2014

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