

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>(\$171,468)</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>(\$171,468)</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 RSC: 6992

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

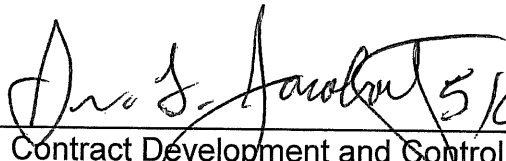
MAP has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: See memo

III. REVIEW COMMENTS

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


 OFMB
 \$171,468
 4/20

 5/6/16
 Contract Development and Control
 5/6/16

B. Legal Sufficiency:


 Assistant County Attorney
 5/10/16

C. Other Department Review:

 Department Director

Background and Justification:

- A) Indemnity Agreement with Garrison West Palm Beach Retail, LLC. This Indemnity Agreement is for the property located at the northeast corner of Southern Blvd. and Sansbury's Way and provides for indemnification of WUD by the Property Owner for any liability resulting from the installation of pavers, concrete and a block wall that encroaches on an existing WUD easement. (District 6);
- B) Utility Concurrency Reservation Agreement with Pulte Home Corporation, #09-01076-000. The Agreement allows the developer located 593' North of Palmetto Park Road and Lyons Road Intersection to reserve 131.5 Equivalent Residential Connections (ERC's) for both potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. (District 5);
- C) Standard Potable Water and Wastewater Development Agreement with Life Covenant Church, Inc., #01-01240-000. The Agreement authorizes the Property Owner located on the SE corner of Belvedere Road and Jog Road to reserve 16.25 ERC's for both potable water and wastewater for five (5) years. (District 6);
- D) Standard Potable Water and Wastewater Development Agreement with CMSJR Development Group, LLC, #01-01241-000. The Agreement authorizes the Property Owner located on the Southwest corner of Okeechobee Blvd. and Skees Road to reserve 140.8 ERC's for both potable water and wastewater for five (5) years. (District 2); and
- E) Standard Potable Water and Wastewater Development Agreement with LandAmerica Holdings & Investments Group, LLC, #01-01239-000. The Agreement authorizes the Property Owner located on Gun Club Road between Kirk Road and Military Trail to reserve 34 ERC's for both potable water and wastewater for five (5) years. (District 2)

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 _____ day of _____ 20____ by _____ and _____ between GARRISON WEST PALM RETAIL LLC (hereinafter referred to as "Owner") whose address is 1350 AVENUE OF THE AMERICAS 9TH FLOOR NY, NY, 10019 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 on Exhibit "A", which is attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by that certain utility easement recorded in [ADD ORB/PAGE or PLAT BOOK/page] (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and/or other utilities; and ORB 22957 469

WHEREAS, Owner desires to install PAVERS, HEAVY DUTY CONCRETE & BLOCK WALL within a portion of the Easement, as depicted in Exhibit "B" attached hereto and incorporated herein (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:

Sharma
Witness Signature
Poonam Sharma
Print Name
Alm
Witness Signature
Rucia Lopez
Print Name

OWNER:

[Signature]
Sujit Sahadevan
Print Name Authorized Signatory

NOTARY CERTIFICATE

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 6 day of January, 2016 by Sujit Sahadevan who is personally known to me or who has produced _____ as identification.

My Commission Expires: SALLY ELIZABETH OROURKE
Notary Public - State of New York
NO. 01086303300
Qualified in New York County
My Commission Expires May 12, 2018

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

WITNESSES:

Signed in the presence of:

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

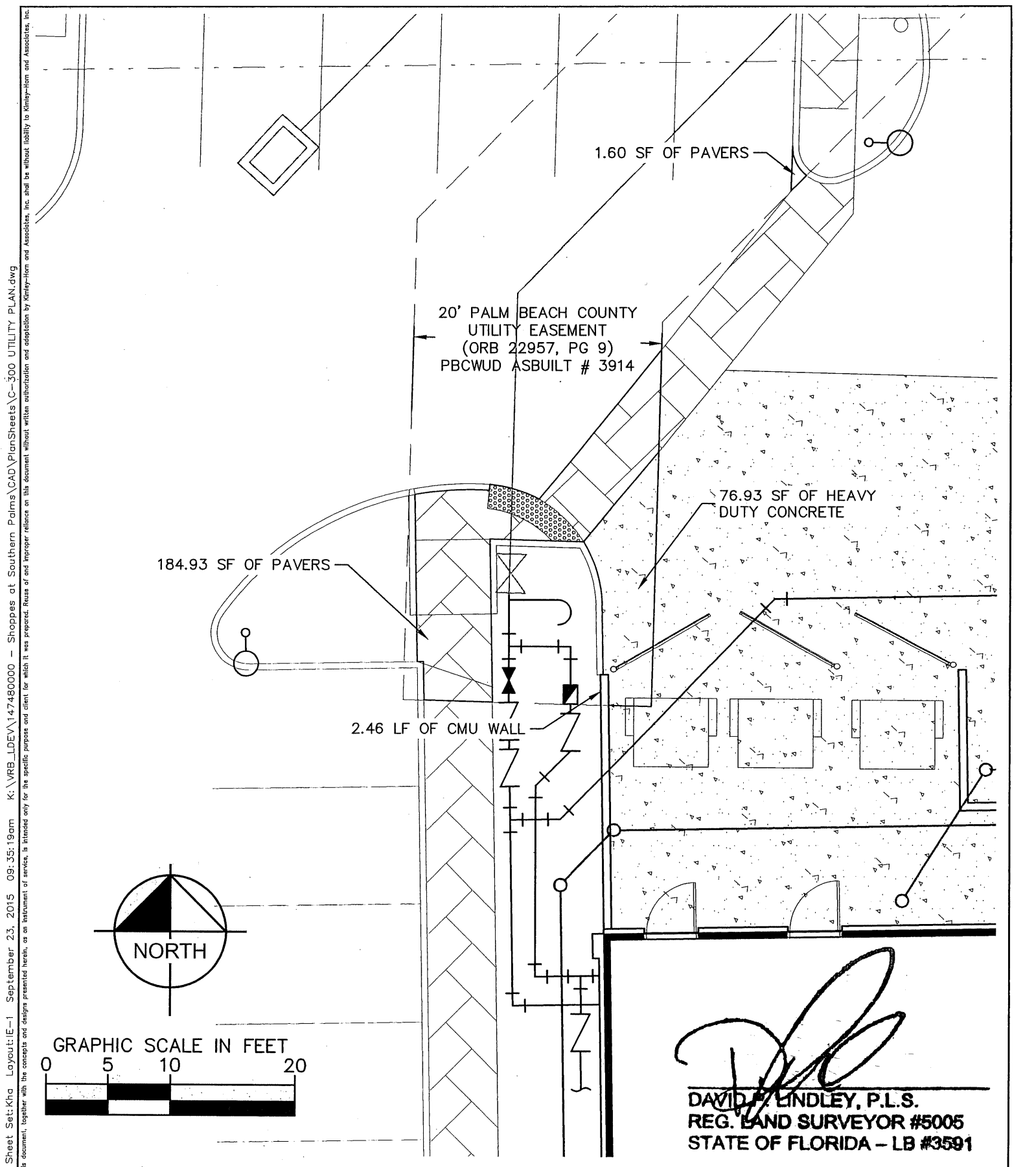
DESCRIPTION:

TRACT A, SOUTHERN/SANSBURY'S MUPD, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 111, PAGES 66 AND 67 OF THE OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 24.147 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS,
AND RIGHTS-OF-WAY OF RECORD.



[Handwritten Signature]

DAVID F. LINDLEY, P.L.S.
 REG. LAND SURVEYOR #5005
 STATE OF FLORIDA - LB #3591

Plotted By: Kendall, Jeff Sheet Set: Kha Layout: IE-1 September 23, 2015 09:35:19am K:\VRB_LDEV\147480000 - Shoppes at Southern Palms\CAD\PlanSheets\C-300 UTILITY PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley»Horn

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 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
 PHONE: 772-794-4100
 WWW.KIMLEY-HORN.COM CA 00000696

SHOPPES AT SOUTHERN PALMS
 WUD#14-569

BUILDING E INDEMNITY EXHIBIT **B**

SHEET NUMBER

IE-1

EXHIBIT B ENCROACHMENT

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 16th 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**, 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.

SDA #09-01076-000

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	131.50 ERCs =	\$29,082.54
Wastewater:	310.44 per ERC x	131.50 ERCs =	\$40,822.86
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$69,905.40</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:

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, Inc.

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

Anna M Daniels
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Andrew Maxey
Type or Print Name

Kathryn Bowes
Type or Print Name

DEVELOPER:

By: Chris Hasty
Signature
VP Land Acquisition and Development
Title

CHRIS HASTY
Typed or Printed Name

NOTARY CERTIFICATE

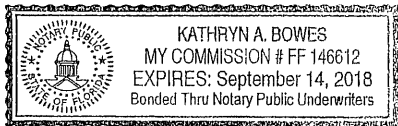
STATE OF Florida
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 18th day of February 2016 by Chris Hasty. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 9-14-18

Signature of Notary Kathryn A Bowes

KATHRYN A BOWES
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number FF146612

WATER UTILITIES DEPARTMENT APPROVAL:

By: Allura M. Nutt
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

DESCRIPTION:

ALL OF P.C. AREA #3 AND P.C. AREA #4, TOGETHER WITH PORTIONS OF TRACT "C" AND A PORTION OF THE GOVERNMENT SERVICE AREA, REPLAT OF BOCA LAGO (P.B.30, PP.244-253), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31. PAGES 62 THROUGH 70 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 961.00 FEET; THENCE NORTH, ALONG THE WEST LINE OF SAID TRACT "C" A DISTANCE OF 675.00 FEET; THENCE WEST, ALONG THE SOUTH LINE OF SAID P.C. AREA #4 AND TRACT "C", A DISTANCE OF 330.00 FEET; THENCE N.24°59'34"W., A DISTANCE OF 34.25 FEET THENCE WESTERLY, NORTHERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N50°29'10"W, HAVING A RADIUS OF 95.50 FEET, A CENTRAL ANGLE OF 230°59'11", AN ARC DISTANCE OF 385.01 FEET; THENCE N.24°59'34"W., A DISTANCE OF 75.57 FEET; THENCE N.43°49'55"E., A DISTANCE OF 345.45 FEET; THENCE NORTH, A DISTANCE OF 160.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF VISTA DEL LAGO, AS SHOWN ON SAID PLAT; THENCE EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 329.13 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 267.51 FEET AND A CENTRAL ANGLE OF 53°30'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID SOUTH LINE, A DISTANCE OF 249.79 FEET; THENCE S.36°30'00"E. ALONG SAID SOUTH LINE, A DISTANCE OF 276.72 FEET; THENCE S53°30'04"W, A DISTANCE OF 143.99 FEET; THENCE S38°24'00"E, A DISTANCE OF 86.31 FEET; THENCE S53°30'00"W, A DISTANCE OF 141.13 FEET; THENCE S38°24'00"E, A DISTANCE OF 369.89 FEET; THENCE S.68°57'00"E., A DISTANCE OF 437.24 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD, AS SHOWN ON SAID PLAT; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,014,753 SQUARE FEET/23.2955 MORE OR LESS. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

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OK
03/07/2016
G