

CHAPTER 3 – CONCURRENCY AND FACILITIES EXTENSION

3.1 GENERAL

New developments within the Palm Beach County Water Utilities Department's service area shall be granted Concurrency and approved only when sufficient utility system capacity is available to provide the needed Potable Water, Wastewater, and/or Reclaimed Water service. In order to obtain utility Concurrency/service, a developer must obligate funds to provide the development's share of capital improvements to the Department's overall utility system, and to construct the necessary project specific utility infrastructure internal and external to the development.

3.1.1 METHODS OF OBTAINING CONCURRENCY

Developers may obtain Concurrency through one of the following methods, also illustrated in Exhibit "A":

(a) Utility Concurrency Letter. The Department will provide a Utility Concurrency Letter (**Exhibit "B"**) to the Palm Beach County Planning, Zoning, and Building (PZ&B) Department based on the Developer's representation and with the Department's acknowledgement and agreement that the project requires neither a Standard Development Agreement (SDA) nor a Non-Standard Development Agreement (NSDA) and requires no more than 10 ERCs. The Utility Concurrency Letter (UCL) is valid for three (3) years after the date of the UCL, and the Developer must pay all fees and connect to the Department's facilities before the three-year period expires. No further UCLs will be issued for the project. Beyond the initial 3-year period of the UCL, the Developer will be required to execute an SDA or NSDA to maintain the capacity reservation.

(b) Utility Concurrency Reservation Agreement (UCRA). A Developer seeking to obtain Concurrency from the Department for properties not owned in their entirety by the Developer (UCRA Property), but under a purchase or option to purchase contract, has the option of executing a UCRA (**Exhibit "C"**) in lieu of having the then current property owners execute a Development Agreement as outlined in Section 3.1.1(c) below.

By entering into a UCRA, and paying a Utility Concurrency Fee (UCF), the Developer will obtain Concurrency based on the development's identified capacity needs. This Concurrency is valid for a period of five (5) years and will automatically expire, with no refund or reimbursement due to the Developer during or at the end of the five-year period. If the UCRA Property is sold to another entity (Successor Developer) during the life of the UCRA, the UCRA may be assigned to the Successor Developer, but the assignment will not extend the UCRA's five-year life.

The UCF will be calculated in accordance with Section 3.1.5 below. The UCF will be credited against the MAP for any subsequent Development Agreement associated with the UCRA Property on an ERC for ERC basis and only during the five-year life of the UCRA. If the UCF is credited against a Development Agreement's Mandatory Agreement Payment (MAP), then the Development Agreement's approval date shall be the date the UCRA was executed.

(c) **Development Agreements.** Except as specifically excluded above, a Property Owner seeking to obtain Utility Concurrency and a commitment for utility service from the Department shall be required to execute one of the following agreements as applicable:

- A Standard Potable Water and/or Wastewater Development Agreement
- A Standard Reclaimed Water Development Agreement
- A Non-Standard Development Agreement

The Department may add additional conditions to the standard agreements as long as said conditions are specifically authorized under the existing provisions of the UPAP. Non-Standard Development Agreements are utilized when the Department requires Special Conditions that are not specifically authorized in the UPAP, thereby requiring specific approval by the Board of County Commissioners (BCC). All provisions of the Development Agreements and Exhibits included herein are made a part of this policy. In addition to the provisions as set forth herein, use of Reclaimed Water shall be governed by the Palm Beach County Reclaimed Water Ordinance.

3.1.2 CONCURRENCY REQUEST AND APPROVAL

In order to request Concurrency, the Developer must complete the Utility Concurrency Request Form (**Exhibit “D”**). While the Department may administratively process development approval of a project pending BCC approval of a Development Agreement, there is no contract for service availability until the BCC or its designee executes the agreement. By entering into the agreement, the Developer identifies the anticipated system capacity needs in accordance with the agreement as limited by the final County-approved development plan.

3.1.3 INCORPORATED AREAS SERVED BY THE DEPARTMENT

The provisions of this policy pertaining to Concurrency and the provision of utility service shall also apply to projects located both inside and outside of incorporated areas of the County served by the Department.

3.1.4 SCHOOL DISTRICTS EXEMPT

No Development Agreement will be required for any development of the School District of Palm Beach County, Florida, which is exempt from impact or service availability fees under F.S. 1013.371(1)(a).

3.1.5 GUARANTEED REVENUE FEES

Prior to connection to the utility system, a total of 60 months' Guaranteed Revenue Fees and any applicable Franchise Fees shall be paid for all Equivalent Residential Connections (ERCs) or all Equivalent Residential Irrigation Connections (ERICs) associated with any parcel of land within the Department's Service Area. Guaranteed Revenue Fees represent certain fixed costs of the system not used and useful to the on-line Customers and are intended to offset the cost of preserving unused system capacity for future Customers until such Customers begin paying monthly Base Facility Fees. The Guaranteed Revenue Fees and ERC/ERIC equivalencies are provided in Chapter 6.

(a) Guaranteed Revenue Fees for UCRA Properties. When a Developer submits a UCRA for approval to the County, a UCF equal to twelve months' Guaranteed Revenue Fees plus any applicable Franchise Fees will be immediately due for each ERC/ERIC represented in the submittal. Payment of the UCF shall be deemed a prerequisite for approval and grant of Concurrency. Payment shall be assessed on an ERC/ERIC basis as set forth in Chapter 6.

Within five (5) years of the date of the UCRA, the UCF may be credited against the MAP for any subsequent Development Agreement on the UCRA Property on an ERC/ERIC for ERC/ERIC basis. In the case of a rate increase after execution of the UCRA, additional MAP funds will be due at the time of entering into a Development Agreement.

(b) Guaranteed Revenue Fees for Properties Requiring Development Agreements. When a Property Owner submits a Development Agreement for approval, a Mandatory Agreement Payment (MAP), which is equal to twelve months' Guaranteed Revenue Fees plus any applicable Franchise Fees, will be immediately due for each ERC/ERIC represented in the submittal. Payment of these fees shall be deemed a prerequisite for approval, and payment shall be assessed on an ERC/ERIC basis as set forth in Chapter 6.

(c) Guaranteed Revenue Fees Due Prior to Service Initiation. Prior to Service Initiation for each ERC/ERIC, a Total Accrued Amount (TAA) equal to sixty months' Guaranteed Revenue Fees plus any applicable Franchise Fees at the then current rate minus the MAP or UCF and applicable Franchise Fees paid per each ERC/ERIC shall be due and payable for such ERC/ERIC. The TAA for each ERC/ERIC will be determined at the time of Service Initiation. The credits shall not exceed the TAA at the time of connection. No meters will be issued or connections allowed for any ERCs/ERICs if any fees are delinquent. At the time of Service Initiation, a Connection Fee and applicable Franchise Fees shall be paid at the then current rate (unless a different fixed rate is provided for in the Development Agreement).

3.1.6 REFUNDS

Notwithstanding credits/refunds provided for herein, the only basis for refund of Guaranteed Revenue Fees or Utility Concurrency Fees is withdrawal or disapproval of a rezoning/special exception request, zoning denial, or if Concurrency is denied for reasons other than the termination or expiration of a Development Agreement or UCRA as provided in Section 3.1.8 hereunder (see **Exhibit "Q"**). In the event of a refund, the Property Owner will be refunded only the amount paid associated with the zoning/Concurrency denial, not including interest. In addition, should a refund be given, the Department shall record an Amendment to the Development Agreement or UCRA or a Termination and Release Agreement in the public records. Refunds shall only be granted if the withdrawal or the zoning denial is within 12 months of execution of the Development Agreement or UCRA by the Department or, in the case of a Development of Regional Impact (DRI) project, within 36 months. The Developer must request a refund in writing, provide documentation from the appropriate zoning agency of the date of the withdrawal or zoning denial, and complete a Termination and Release Agreement (see **Exhibit "Q"**) or an Amendment to the Development Agreement or UCRA within three months of the date of the withdrawal or zoning denial.

3.1.7 ASSIGNMENTS

UCRAs and all corresponding ERCs may only be assigned to a Successor Developer for the same property through documentation acceptable to the department or through execution of forms supplied by the Department (see **Exhibit “K”**), and only upon acknowledgement of the Department. The assignment of a UCRA shall not extend the term of the subsequent Development Agreement associated with the UCRA Property.

Development Agreements and all corresponding ERCs may only be assigned to subsequent owners of said property through documentation acceptable to the Department or through execution of forms supplied by the Department (see **Exhibit “M”**), and only upon acknowledgement of the Department. However, the Department reserves the right to approve and accept an assignment of a Development Agreement and ERCs to subsequent owners of the same property and any related credits if, in the opinion of the Department, an assignment is not reasonably available and the following conditions are met: 1) the original Development Agreement was properly recorded in the Public Records of Palm Beach County, 2) the Developer supplies a copy of a recorded deed, 3) the recorded deed materially matches the property described in the original Development Agreement, and 4) the Developer indemnifies and holds the Department harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorney’s fees at all levels, which may be imposed upon or asserted against the Department as a result of approving and accepting an assignment (see **Exhibit “HH”**). ERCs within a Development Agreement may not be transferred to properties not described therein under any circumstances. No assignments will be approved by the Department until all past due fees are paid. The assignment of a Development Agreement shall not extend the term of the original Development Agreement.

Pre-paid connections may be assigned to subsequent owners of the same property through documentation acceptable to the Department or through execution of forms supplied by the Department (see **Exhibit “N”**), and only upon acknowledgement of the Department. Pre-paid connections controlled by a Developer shall not be transferred to another property unless specifically provided for in the Development Agreement. The terms of said agreement shall govern the transfer of said pre-paid connections in addition to the rights and obligations of the corresponding agreement. In all cases, at least one of the original transferors shall have a real (active participation with capital at risk) and substantial (at least 51% ownership) interest in the complete development. The Developer must furnish proof to the Department of said real and substantial interest. If at any time during the development phase of said property the transferor ceases to maintain a real and substantial interest, said transfer shall be nullified by the Department and further meter releases withheld until a new Development Agreement is entered into and approved. In all cases, the Department shall be notified in writing of said transfer and shall acknowledge same (see **Exhibit “R”**).

3.1.8 RECLAIMED WATER

For projects constructed pursuant to a SRWDA which utilize a master metered Reclaimed Water irrigation system serving multiple individually owned parcels, an “Assignment and Acknowledgment of Operation and Maintenance for the On-Site Reclaimed Water Irrigation System” (See **Exhibit “L”**) from the Developer to the Homeowners Association is required prior to filing the DEP “Application For Permission To Place A Public Access Reuse System In Operation”. This Assignment shall transfer to the Homeowners Association the duties and obligations for the operation and maintenance of the Reclaimed Water irrigation system on the Customer’s side of the Point of Service.

3.1.9 CAPACITY EXPIRATION

(a) The capacity reservation provided for in Standard Development Agreements and non-Standard Development Agreements entered into prior to July 1, 1996, shall not be term-limited unless otherwise provided for in the Agreement.

(b) The capacity reservation provided for in Standard Development Agreements and non-Standard Development Agreements shall have a term not to exceed five (5) years for Potable Water, Wastewater and/or Reclaimed Water from the effective date of such agreements. Developers may extend the capacity reservation for unused ERCs for one additional five (5) year term by entering into a SDRA or non-SDRA with the County and upon payment of an additional MAP at the then current rates on or before the expiration of the original five (5) year term. Both the MAP paid upon submission of the Standard Development Agreement or non-Standard Development Agreement and the MAP submitted with the SDRA or non-SDRA shall be credited to the TAA at the time of Service Initiation as long as the Service Initiation occurred prior to the expiration of the agreement.

3.1.10 FORCE MAJEURE

The performance of any obligations of the Department, notwithstanding anything contained herein to the contrary, shall be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, inclement weather and conditions arising therefrom; strikes, lockouts and other labor troubles, riot, fire, earthquake, flood, epidemic, contamination, insurrection, hostilities, war, the declaration or existence of a national emergency and conditions arising there from; the exercise of paramount power by the Federal Government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business herein; acts of sabotage; interference, restriction, limitation or prevention by legislation, regulations, decree, order or request of any Federal, State or local government or any instrumentality or agency thereof, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the Department.

3.2 SERVICE INITIATION FEES AND APPROVAL OF SERVICE

Connection Fees, Guaranteed Revenue Fees, Service Installation Fees, and applicable Franchise Fees shall be paid for each connection to the Potable Water, Reclaimed Water and/or Wastewater system prior to Service Initiation. The connection must be approved for service by the Department. The Department reserves the right to deny connection to the Department's system when it is subsequently determined that it is not economically, environmentally or technically feasible. In those instances, the Department shall refund all Service Initiation Fees paid.

3.3 FACILITIES EXTENSION

3.3.1 GENERAL

On-site and off-site transmission, distribution and other Potable Water, Reclaimed Water and Wastewater Facilities and easements required to provide service to the Property will be provided by the Property Owner at no cost to the County pursuant to the requirements and specifications of the Department. Facilities up to the Point of Service shall be conveyed to the County by a bill of sale, free and clear of all encumbrances. Additional documents to be conveyed to the County include the related cost documentation, the no-lien affidavit, perpetual rights-of-ways and easements for said Facilities, and the completed as-built drawings for all such Facilities prior to acceptance by the Department and the initiation of service thereto.

In the event that construction of certain off-site facilities is necessary to provide service to the Property, the Property Owner may be required to pay for the design, construction and inspection of such facilities with said design, construction and inspection to be conducted under the auspices of the Department.

In order to facilitate utility service to all properties within the Department's service area, Potable Water mains, Reclaimed Water mains, Wastewater gravity mains and Wastewater force mains shall be extended along the full length of the property frontage for properties obtaining said Potable Water, Reclaimed Water, and/or Wastewater service. Furthermore, the Department may require utility line extensions through said property if an adjacent property is to be served in the future.

Property Owners intending to retrofit existing irrigation systems with Reclaimed Water service shall only be required to extend Reclaimed Water mains up to the Point of Service. The costs associated with the conversion of the irrigation system and any modifications to Potable Water service backflow prevention devices shall be the responsibility of the Property Owner requesting Reclaimed Water service.

3.3.2 CREDIT/REIMBURSEMENT FOR OVERSIZED FACILITIES

If the Potable Water, Reclaimed Water and/or Wastewater Facilities can reasonably be expected to serve other areas than those of the Property Owner, the Department may require that they be oversized and/or constructed in such a manner to facilitate and to enable service to be provided to additional areas.

As outlined herein below, the Property Owner shall be credited/reimbursed for a portion of the cost of construction of oversized Facilities. It is the Property Owner's responsibility to request credit/reimbursement from the Department. The amount of the credit/reimbursement shall be determined by the Department based upon the data that is supplied by the Property Owner's engineer. The Department will make every effort to properly evaluate the oversizing, but in the event of a disagreement, the decision of the Department Director will be final. In the event that Utility chooses to install oversized pipelines and related appurtenances that will directly benefit a Property Owner, the Utility may add additional conditions in the Development Agreement requiring the Property Owner to reimburse the Utility for the oversized portion of the pipelines pursuant to the cost factors identified in Section 3.3.4 and Section 6.6.4 with payment made to Utility prior to construction of said improvements.

In order to determine the size of the Property Owner-required pipe, a maximum peak instantaneous design velocity (including fire flows) of three (3) feet per second shall be utilized. In addition, there will be no credit/reimbursement for the construction of 12" Potable Water mains, 12" Reclaimed Water mains, 8" force mains or 8" Wastewater gravity mains, which are the minimum standard sizes, even if these sizes exceed the Property Owner's own requirements.

3.3.3 METHOD OF CREDIT/REIMBURSEMENT

The approved amount of the oversizing credit/reimbursement as determined in Section 3.3.4 shall be applied as follows:

- For pipelines 20" and smaller and all other facilities, the entire amount of the oversizing credit shall be credited toward Connection Fees with any excess credits to be cash reimbursed by the Department at project build-out.
- For pipelines larger than 20", the Property Owner may request at the time of final acceptance of the pipeline by the Department, a cash reimbursement for that portion of oversizing credit in excess of those credits associated with a 20" pipeline. The balance of the amount shall be credited toward Connection Fees. Any excess credits shall be cash reimbursed by the Department at project build-out.
- Any applicable Franchise Fees shall be applied to the amount due before applying oversizing credits or reimbursements.

There shall not be a line extension fee, a line oversizing fee, or third party reimbursement fee due from a third party for any connection into a Property Owner constructed main/facility. The Department shall not credit/reimburse any Property Owner for amounts exceeding the calculations below.

3.3.4 OVERSIZE CREDIT/REIMBURSEMENT DETERMINATION

(a) Pipelines (includes costs associated with upsized fittings, valves, hydrants, services, pavement cuts, landscape restoration, engineering fees, and related appurtenances).

(b) All Other Facilities (includes additional costs associated with all oversized Manholes, Pump Stations, Vaults, Jack & Bores, Directional Drills, Canal Crossings, deeper Gravity Mains, and Engineering Fees)

The difference between actual costs and estimated costs of construction as documented by the Property Owner and verified and approved by the Department equals the credit/reimbursement due to the Property Owner for said oversized facilities. In the case of a dispute, the decision of the Department Director shall prevail.

The Department will apply oversizing credits/cash reimbursement for the cost difference between a lift station designed and constructed to Departmental standards and a non-standard privately-owned lift station if:

1. The Department requires that a lift station be designed and built per UPAP, and
2. The Department is willing to assume ownership and maintenance responsibility for the constructed lift station, and
3. A non-standard lift station would have been acceptable per UPAP, and
4. The projected high pressure condition pump discharge rate from the non-standard lift station does not exceed 20% of the corresponding discharge rate from the required and UPAP-compliant lift station.

3.4 PLAN REVIEW AND CONSTRUCTION INSPECTION

The Department will review and approve the plans and specifications for, and will inspect the installation of all Potable Water, Reclaimed Water and/or Wastewater facilities installed by Property Owner and/or Property Owner's contractors, which facilities are proposed to be transferred to the County for ownership, operation and control. Such inspection is designed to help assure the Department that the Potable Water, Reclaimed Water and/or Wastewater facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. The Department will be present at tests of component parts of the Potable Water, Reclaimed Water and/or Wastewater systems for the purpose of determining that the systems, as constructed, conform to the Department's criteria for infiltration, filtration, pressure testing, line and grade. Such tests will be performed by the Property Owner's contractor, but only under the direct inspection of the Department's authorized inspector and the Property Owner's engineer. No connection to an existing Department facility shall be made except in the presence of the Department's authorized inspector. The Department shall charge a Construction Plan Review Fee, an Inspection Fee, plus applicable Franchise Fees based upon the magnitude of the project. The fees for plan review and inspection services as set forth in Chapter 6 of this Manual are designed to defray the cost of providing said services.

3.5 TRANSFER OF OWNERSHIP AND SERVICE INITIATION

Prior to Service Initiation, and prior to transferring ownership to the Department of Potable Water, Reclaimed Water and/or Wastewater Facilities, the Property Owner must obtain the applicable forms from the Health Department and submit same to the Department for approval:

(a) a Certificate of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service; and/or

(b) a Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction; and/or

(c) a Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction for Reclaimed Water.

The Department will assume operation and maintenance responsibilities of said Facilities upon signing the applicable certification(s) and acceptance of items identified in Section 3.3.1, it being understood that the Property Owner is still required to meet the Department's standards and obtain final inspection and acceptance from the Department. The Property Owner must fulfill a variety of prerequisites, depending upon specific project circumstances, prior to securing partial and/or full clearance from the Health Department for Service Initiation.

For projects with only one connection, the Department will only permit Service Initiation on a one-time, full completion (final acceptance) basis. For projects with more than one connection, the Department will authorize Service Initiation on a partial basis subject to accomplishment of prerequisites by the Property Owner. In addition to construction requirements as set forth herein, the Property Owner shall submit to the Department the documents set forth in the Exhibits to this UPAP.

A conditional final inspection or partial acceptance which will allow partial Service Initiation does not constitute an acknowledgment by the Department that a project is complete, but rather that there remain deficiencies or other unaccomplished requisites. The Department may authorize Service Initiation on a project or phase of a project on a conditional basis, dependent upon full satisfaction of all final acceptance requirements or proof of an adequate performance bond (110% of construction cost), as estimated by the Property Owner's engineer and verified by the Department, to cover all outstanding requisites. The bond as required by the Palm Beach County Planning, Zoning and Building Department is acceptable for this requirement, and may be used to bring the Facilities up to Department standards or repair any damage to the Department's Facilities during final construction prior to release of the bond. When a performance bond is not required by the Palm Beach County Planning, Zoning and Building Department, or when the posted bond does not cover the value of the outstanding work, the Department will accept an irrevocable letter of credit or cashier's check to cover all outstanding construction requirements.

The Property Owner shall provide a warranty for the constructed Potable Water, Reclaimed Water and/or Wastewater Facilities for one year (or five years in the case of lift station pump and motor assemblies) from date of Final DEP Certification.

3.6 SPECIAL ASSESSMENT PROGRAM

3.6.1 PETITION PROCESS

Property Owners can initiate the petition through a non-binding Initial Petition or in the case of a Home Owners Association, an official letter will suffice.

The petitioning process is solely used to gauge the interest of Property Owners in receiving Potable Water, Wastewater and/or Reclaimed Water service. Petition forms are for general informational purposes only and shall not preclude the Department from modifying the geographic boundaries of an improvement project prior to providing the required notices of the public hearing.

Prior to providing the notice of Public Hearing, the Department shall:

- Send a maximum of three (3) letters by regular mail to each non-responding property owner in the proposed Special Assessment area, with a one month interval between each letter.
- Hold a minimum of one (1) informational meeting.

Provided that a simple majority of the property owners by the close of business on the petition deadline date are in favor of the requested improvements, the Department may initiate a Special Assessment Public Hearing before the Board of County Commissioners. The Department shall determine if sufficient right-of-way and/or easements exist for the proposed improvements. If sufficient rights-of-way and/or easements do not exist, the Department will endeavor to obtain the required rights-of-way and/or easements to accommodate the proposed improvements.

The Department shall notify the appropriate municipalities or special districts of the requests to provide improvements and service within incorporated areas. Prior to BCC consideration of an improvement project within an incorporated area, the necessary ordinance allowing for improvements within the incorporated area through special assessments must be received by the Department.

The Department may proceed with surveying, drafting, engineering, obtaining and verifying easements, permitting and obtaining construction bids for the improvements prior to the public hearing. The Department may bid each project separately or may utilize a continuing unit price construction contract established for this purpose. Notwithstanding the petition process, the Department shall retain the authority to recommend that improvement projects be approved by the Board of County Commissioners with less than a simple majority of the property owners in favor of the improvements. In addition, the Department may recommend an improvement project be approved by the Board of County Commissioners in the absence of a landowner petition.

All facilities to be constructed shall be designed in accordance with the Department standards and shall meet all other applicable standards, including provision for fire protection. All costs relating to the improvement project, including, but not limited to Franchise Fees, surveying,

drafting, engineering, permitting, construction, inspection, administration and obtaining and verifying easements, shall be included in the improvement project. Inspection fees shall be assessed in accordance with Chapter 6 of UPAP. Administration fees shall be assessed at 5% of construction costs. All other costs will be based upon actual costs incurred. A construction contingency of 10% of construction costs shall be provided under the assessment established at the public hearing, with unused contingencies and construction under-runs to be credited by amending resolution.

The Department may hold an informational meeting prior to the public hearing. At the informational meeting, Department staff will explain the proposed improvements, tentative assessment to each property, and the applicable procedures to be followed. Notice for the informational meeting shall be mailed by regular mail to each Property Owner no less than ten (10) days prior to the informational meeting date.

In lieu of an informational meeting, the Department may provide a comprehensive and detailed explanation of the proposed improvements and tentative assessments to all owners of property to be specially benefited. The information shall be mailed by regular mail to each of the Property Owners no less than ten (10) days prior to the public hearing.

3.6.2 PUBLIC HEARING

At least twenty (20) days prior to the public hearing, the Department shall send a Notice of Public Hearing by first class mail and by publication in a newspaper generally circulated within the County. The notice by mail shall be sent to each person owning property subject to the assessment and shall include the following information:

- (a) the purpose of the assessment;
- (b) the total amount to be levied against each parcel;
- (c) the unit of measurement to be applied against each parcel to determine the assessment;
- (d) the number of units contained within each parcel;
- (e) the total revenue the County will collect by the assessment;
- (f) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title;
- (g) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the BCC prior to or during the public hearing; and
- (h) the date, time, and place of the public hearing.

The published notice shall contain at least the following information:

- (a) a reference to the Board of County Commissioners for Palm Beach County;
- (b) a geographic depiction of the properties subject to the assessment;
- (c) the proposed schedule of the assessment;
- (d) the fact that the assessment will be collected by the tax collector; and
- (e) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections prior to or during the public hearing.

3.6.3 PROPERTY LIEN

Upon confirmation of the assessment resolution by the BCC, a lien shall be placed on each benefited property. The assessment resolution and roll shall be recorded by the Clerk and Comptroller of Palm Beach County (Clerk) and the same shall constitute a lien against the assessed property. The Clerk shall notify each Property Owner of the lien.

Connection Fees, Guaranteed Revenue Fees, and Installation Fees in effect at the time of the BCC confirmation shall be honored for a period of two years from that date.

Property Owners are responsible for all improvements on their side of the Point of Service, including all permits and fees. When connecting to the Department's Potable Water system, the Property Owner shall permanently disconnect all wells from the plumbing leading to or inside the house or building. The wells may be used for landscape irrigation only, except where prohibited herein. When connecting to the Wastewater system, the Property Owner shall abandon existing septic tanks in accordance with all Federal, State and local laws, rules and regulations.

The payment period for special assessments shall be 20 years. Special assessments imposed on or after December 21, 2010, shall bear interest at the rate of 5½ % per annum from the date of notification by the Clerk of the BCC following completion of construction and shall be payable in equal annual payments with the first installment billed on the first property tax bill following the date of notification. The interest rate on special assessments imposed prior to February 1, 2000 shall bear interest at the rate indicated on the resolution confirming the special assessment process adopted by the BCC. Assessments may be paid in full without interest within 30 days of notification of final completion of the special assessment project by the Clerk.

3.7 DEFERRED PAYMENT PLAN SERVICE INITIATION FEES

Property Owners desiring to convert existing wells and/or septic tanks to County Potable Water and/or Wastewater Facilities and/or connect existing developments to the County's Reclaimed Water Distribution System, may make application for a Deferred Payment Plan (Plan), subject to the Department's approval. This Plan may be selected if the service is readily available to service the property. Only Service Initiation Fees and applicable Franchise Fees may be entered into a Plan. The Property Owner participating in the Plan shall agree to the terms as set forth in

Resolution No. R-98-719 as may be amended, the Certificate of Indebtedness, the Plan Application, and the UPAP, as may be amended. A Certificate of Indebtedness shall be recorded by the Department and shall become a lien upon the property superior to all liens, titles, and claims except Federal and State taxes and shall remain in force until all amounts due pursuant to the Certificate of Indebtedness are paid in full. The payment period for the Service Initiation Fees and applicable Franchise Fees under the Plan shall be as follows:

- Potable Water and Reclaimed Water service – 20 years
- Multiple services concurrently requested, including Potable Water, Wastewater, Reclaimed Water, paving, or drainage – 20 years
- Wastewater services – 20 years
- Potable Water or Reclaimed Water service, paving or drainage in areas of special concern as determined by the BCC in conjunction with the Department of Housing and Community Development – 20 years

The Service Initiation Fees and applicable Franchise Fees may be paid in full without interest within 30 days from the date of the Deferred Payment Application. All Deferred Payment Plans entered into on or after December 21, 2010, shall bear interest at a rate of 5½% per annum from the date of Service Initiation and shall be payable in equal monthly payments over the payment period. All Deferred Payment monthly installments shall be included in the Property Owner's monthly utility bill. The first bill will not be pro-rated for principal and interest. Failure to pay any portion of the utility bill, including the Deferred Payment installment of principal or interest, when due shall result in a late fee, including interest, as set forth in Chapter 6. The Department shall discontinue Potable Water, Reclaimed Water, and Wastewater service to the property benefiting from the Plan if any portion of the monthly utility bill, including Deferred Payment Fees, remains delinquent after ten (10) business days of the bill date containing said delinquency.

3.8 SERVICE TEMPORARILY PROVIDED BY ANOTHER UTILITY

Circumstances occasionally may arise that merit consideration of temporary provision of service to a property by a utility other than that which is the likely permanent or future purveyor of service. The County may be placed in either position. The following policy statements shall govern consideration and implementation of such requests:

- (a) The length of time proposed for temporary service shall be mutually agreed upon by the parties.
- (b) There shall be an agreement executed by the utilities involved and the benefiting Property Owner outlining the terms of the temporary service arrangement.
- (c) The design and construction standards of the permanent purveyor shall govern the quality of Facilities installed. However, specific requests of the temporary purveyor for variations in these standards may be considered.
- (d) The approved construction plans shall facilitate eventual transfer of service. The plans shall be approved by both purveyors.
- (e) The benefiting Property Owner shall pay all appropriate fees for inspection, plan revision and meter installation to both purveyors as may be specified. The benefiting Property Owner shall also pay the permanent purveyor all appropriate connection fees and other contractually required fees or charges as necessary in addition to any such fees or charges justified and mandated by the temporary purveyor. The benefiting Property Owner shall pay additional fees/charges to the extent that duplicate services would have been provided. There shall be no credits granted to the Property Owner for any such duplication.
- (f) The Agreement shall provide the basis for concluding the temporary service arrangement at the designated time.

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EXHIBIT "A"
METHODS OF OBTAINING UTILITY CONCURRENCY

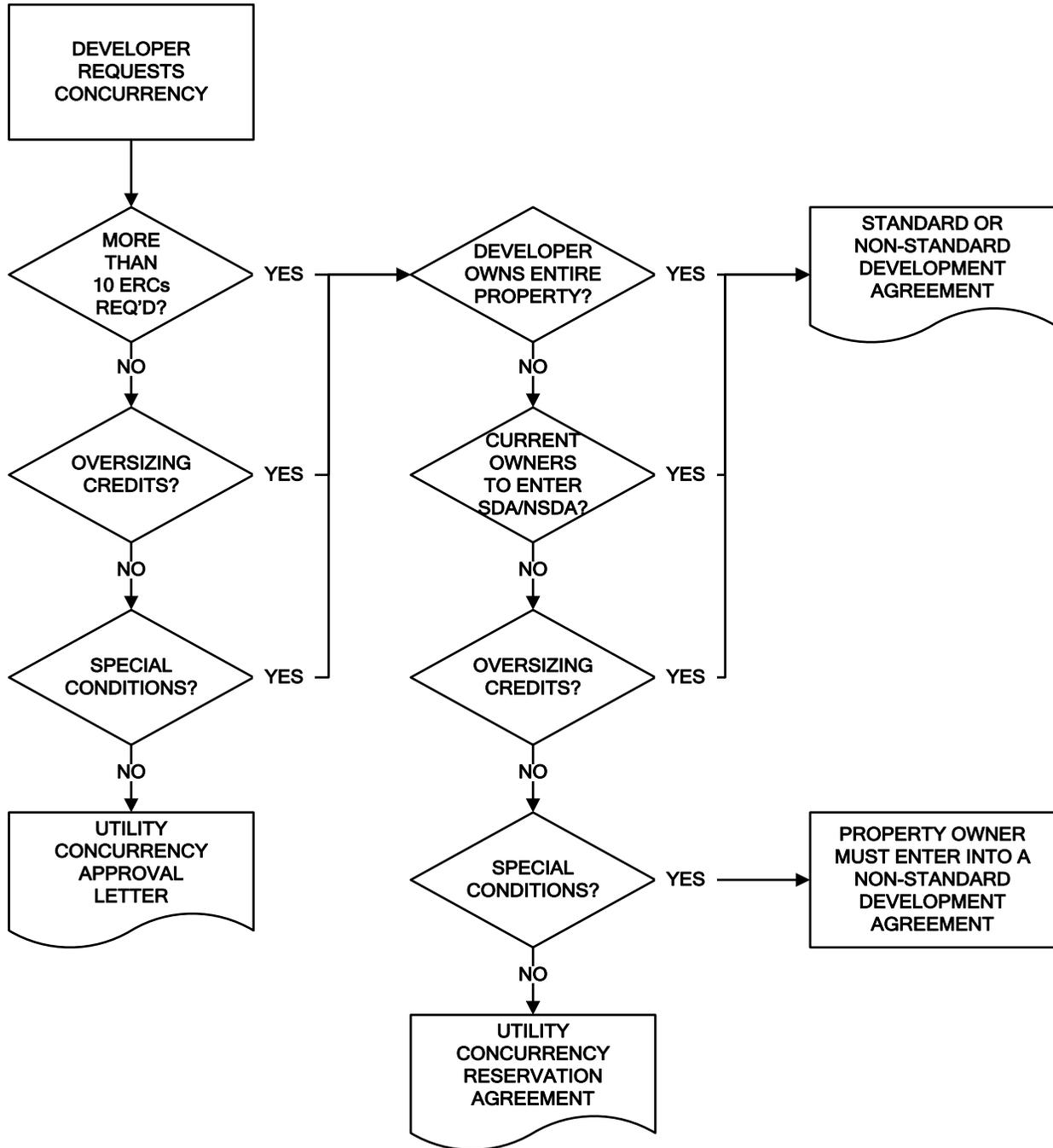


EXHIBIT "B"
INTEROFFICE COMMUNICATION

To: Zoning Division
PBC Planning, Zoning, & Building Department

From: Utilities Contract Manager
PBC Water Utilities Department

Date: _____ **Control #** _____

Re: Utility Concurrency – for Petition #
Project Name –

The Palm Beach County Water Utilities Department is willing and able to provide the following utility service(s) to the property identified below, and will reserve the indicated utility capacity, in Equivalent Residential Connections (ERCs), for a period not to exceed 3 (three) years from the date of this letter:

<u>Service Type</u>	<u>Capacity (in ERCs)</u>
Potable Water	_____
Wastewater	_____
Reclaimed Water	_____

An Equivalent Residential Connection represents a system capacity equivalency unit that corresponds to the peak design demand of the 5/8 x 3/4 inch meter sub-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 and designing the capacity of capital facilities.

The capacity is reserved based on the Developer's representation that the project requires neither a Standard nor a Non-Standard Development Agreement, and requires no more than 10.0 Equivalent Residential Connections. The above capacity is reserved for the following property:

Listing of PCNs or "See Attached"

Before the 3-year period expires, the Developer must pay all Service Initiation Fees and connect to the Department's facilities, or enter into a Standard or Non-Standard Development Agreement to maintain this capacity reservation. This memorandum does not represent a contract for service, and the Developer remains obligated to meet all of the requirements of the Water Utilities Department prior to obtaining utility service.

WUD approval: _____ Date: _____

EXHIBIT "C"

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

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this _____ day of _____, 200__, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and DEVELOPER NAME, a Florida CHOOSE ONE: corporation, limited liability company, partnership, limited liability partnership, or joint venture, 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.

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

Potable Water:	\$ per ERC x	ERCs =	
Wastewater:	\$ per ERC x	ERCs =	
Reclaimed Water:	\$ per ERC x	ERCs =	_____
		Franchise Fee	_____
		UCF DUE	_____

7. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.

8. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.

9. 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.

10. 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.

11. 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.

12. 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, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

(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:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

Type or Print Name

Type or Print Name

WITNESSES:

DEVELOPER:

By: _____
Signature

Type or Print Name

Title

Typed or Printed Name

Type or Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200____ by _____, who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary _____

Typed, Printed, or Stamped Name of Notary

UTILITIES DEPARTMENT APPROVAL:

By: _____
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

EXHIBIT "D"
UTILITY CONCURRENCY REQUEST FORM
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT (WUD)
PO BOX 16097, WEST PALM BEACH, FL 33416-6097

PROJECT NAME: _____ **ZONING**
PETITION #: _____ **PZ&B APPLICATION #:**

CONCURRENCY RESERVATION METHOD REQUESTED BY DEVELOPER:

- Concurrency Letter (CL)
(Three-year duration from date of CL, no more than 10 ERCs, no oversizing credits, and no special conditions.)
- Utility Concurrency Reservation Agreement (UCRA)
(Five-year duration from WUD Director approval, any number of ERCs, may be utilized only if Project Property is not entirely owned by Developer, mandatory conversion to SDA or NSDA within five-year term to maintain concurrency.)
- Standard Development Agreement (SDA)
(Five-year duration from WUD Director approval, any number of ERCs, may be utilized in all cases except where Special Conditions apply.)
- Non-Standard Development Agreement (NSDA)
(Five-year duration from BCC approval, any number of ERCs, utilized only when Special Conditions apply.)

PROJECT DEVELOPER:

Name: _____

Mailing Address: _____

PROPERTY OWNER IF LAND TO BE DEVELOPED IS NOT OWNED BY DEVELOPER:

Name(s) _____
(Exactly as shown on recorded deed)

Mailing Address(es): _____

PROJECT

LOCATION: _____
(Not street address)

Section: ____ **Township:** ____ **Range:** ____

**PLEASE ATTACH A COPY OF THE RECORDED PROPERTY DEED(S) AND
PARCEL CONTROL NUMBER(S) FOR ALL PROPERTIES WITHIN THE PROJECT**

Please check the appropriate spaces and fill in the applicable blanks below. The information required below is to determine the number of Equivalent Residential Connections (ERCs/ERICs) for use in determining Utility Concurrence.

**A SITE PLAN MUST BE SUBMITTED SHOWING APPROPRIATE BUILDING AREAS
AND FEATURES**

The above project is: Non-Residential Residential

Type of service: Potable Water Wastewater Reclaimed Water

I. If Non-Residential: Total square footage is: _____

Below please check applicable non-residential uses for your project:

_____ Beauty/Barber Shop		Sq footage _____	Meter size _____
_____ Laundromat		Sq footage _____	Meter size _____
_____ Gas/Service Station		Sq footage _____	Meter size _____
_____ Car Wash?	_____ Yes _____ No		
_____ Hospital	# of beds _____	Sq footage _____	Meter size _____
_____ Hotel/Motel	# of rooms _____	Sq footage _____	Meter size _____
_____ Nursing Home	# of beds _____	Sq footage _____	Meter size _____
_____ Office Building		Sq footage _____	Meter size _____
_____ Food Service (i.e., bars, restaurants, etc)		Sq footage _____	Meter size _____
_____ Boarding School		Sq footage _____	Meter size _____
_____ Day School		Sq footage _____	Meter size _____
_____ Factory _____		Sq footage _____	Meter size _____
	(est. process water requirements)		
_____ General Commercial		Sq footage _____	Meter size _____
_____ Movie Theater/Auditorium		Sq footage _____	Meter size _____
_____ Religious Institution		Sq footage _____	Meter size _____
_____ Warehouse:			
_____ (mini-warehouse; dead storage)		Sq footage _____	Meter size _____
_____ (bulk inventory; supply)		Sq footage _____	Meter size _____
_____ (office-commercial; subdivision)		Sq footage _____	Meter size _____

II. If Residential:

1A. # of individually-metered single family homes: _____

1B. # of dwelling units w/common roof, floor or walls & average size: _____
 1,500 sq. ft. and over _____ Up to 1,499 sq. ft. _____

Number of individual or master meters & size(s) of each: _____

1C. # of dwelling units sharing common parcel but not sharing common roof, floor, or walls and average less than 750 sq. ft. OR groom's quarters having less than 750 sq. ft. per average unit: _____

Number of individual or master meters & size(s) of each: _____

- 1D. # of mobile homes: _____
 Number of individual or master meters & size(s) of each: _____
2. Clubhouse(s)? _____ Yes _____ No Size(s) of meter(s) _____
 If more than one, how many? _____
3. Restaurant (banquet hall) Sq. footage _____

III. Other uses or comments:



I, _____ the undersigned, _____ (Title) of _____
 _____ (Developer/Owner/Agent)

hereby affirm the truth to the above statements and calculations to the best of my knowledge.

Signed: _____ Date: _____

Address: _____ Phone: _____

OFFICE USE ONLY

Approved Concurrency Reservation Method:

Concurrency Letter Utility Reservation Agreement

Standard Development Agreement Non-Standard Development Agreement

ERC Calculation Check by WUD/UE: _____ GI _____

By: _____ Date: _____

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, who is personally known to me or has
produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, printed, or stamped name of Notary

EXHIBIT "F"

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

_____, a _____ Corporation, existing under the laws of the State of _____ and authorized to do business in the State of Florida, hereby certifies that it is the mortgage / lienholder under a mortgage from _____, a corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page, as modified by Mortgage Modification Agreement dated _____; filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and _____, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

_____, as mortgagee aforesaid, consents to the recording by Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this ____ day of ____, _____, 20__.

WITNESSES:

_____ an
_____ authorized to do
business in the State of Florida.

By: _____
President

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, who is personally known to me or has
produced _____ as identification.

My Commission

Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

EXHIBIT "G"

**STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT (SDA)**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and _____, hereinafter referred to as "Property Owner."

W I T N E S S E T H

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;
 - (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 or Non-Standard Development Agreement for an additional five (5) years; and
 - (j) “Franchise Fee” – A percentage surcharge applied to all of the Utility’s fees for Customers within portions of the Utility’s Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility’s consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney’s fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct,

maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

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

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

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

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

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

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

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

Potable Water:	\$ per ERC x _____	ERCs = _____	
Wastewater:	\$ per ERC x _____	ERCs = _____	
		Franchise Fee	_____
		TOTAL	_____

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

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee’s ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

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

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

approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

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

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

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

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

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

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this

Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either 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. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

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:
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, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

PROPERTY OWNER:

By: _____
Signature

Title

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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EXHIBIT "H"

STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility" and _____, 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", and 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 facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; 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 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 service to each lot;
 - (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;
 - (f) “Service Initiation”- the date a potable water meter 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 or Non-Standard Development Agreement for an additional five (5) years; and
 - (j) “Franchise Fee” – A percentage surcharge applied to all of Utility’s fees for Customers within portions of 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 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 facilities; that in the event Utility is required or desires to install any of its potable water 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 facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water 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 water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water 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 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 installed by Property Owner to the central potable water 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 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 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 Agreement is:

Potable Water:	\$ per ERC x	ERCs =	
			Franchise Fee
			TOTAL

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

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee’s ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

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

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water 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 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 system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution 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 performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the 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 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 system as constructed by Property Owner and approved by Utility, along with 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 lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). 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 use is approved by Utility. Utility's acceptance of the potable water distribution 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 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 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 system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water 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 facilities conveyed to Utility for use in connection with providing potable water 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 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 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 service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water 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:

_____;

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 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 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 Palm Beach County, Florida.

15. Additional Conditions:

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, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

PROPERTY OWNER:

By: _____
Signature

Title

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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EXHIBIT "I"

STANDARD WASTEWATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility" and _____, hereinafter referred to as "Property Owner."

W I T N E S S E T H

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described on **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 wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed 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 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 collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with the 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;
 - (f) “Service Initiation” - the date a 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;
 - (f) “Total Accrued Amount (TAA)” - At the time of Service Initiation for each ERC, a TAA equal to sixty months 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;
 - (g) “Standard Development Renewal Agreement (SDRA)” – an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard or Non-Standard Development Agreement for an additional five (5) years; and
 - (h) “Franchise Fee” – A percentage surcharge applied to all of Utility’s fees for Customers within portions of 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 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 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 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 wastewater facilities; that in the event Utility is required or desires to install any of its 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 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 wastewater facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which 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 wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use 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 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 wastewater collection facilities installed by Property Owner to the 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 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 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 Wastewater Agreement is:

Wastewater:	\$ per ERC x	ERCs =	
			Franchise Fee
			TOTAL

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

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee’s ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or 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 shall 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 wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the 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 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 wastewater collection system 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 and Installation Fees as set forth in the UPAP.

During the construction of the 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 wastewater collection systems installed by Property Owner's contractor, up to the point of service, 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 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 wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

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

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such use is approved by Utility. Utility's acceptance of the 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 wastewater collection facilities shall be located within easements 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 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 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 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 wastewater facilities conveyed to Utility for use in connection with providing 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 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 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 wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the 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:

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 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:
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, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

PROPERTY OWNER:

By: _____
Signature

Title

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____ who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT "J"

STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and _____, hereinafter referred to as "Property Owner."

W I T N E S S E T H

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 reclaimed water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility will own the Facilities up to the Point of Service for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this Agreement 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, Property Owner shall use only reclaimed water for irrigation purposes; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties 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 reclaimed water to the property;
 - (c) "Point of Service" - generally, the point where the pipes of Utility are connected with the pipes to be owned and operated by Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Service Initiation" - the date a reclaimed water meter is requested;

- (e) “Reclaimed Water” - water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility;
 - (f) “Equivalent Residential Irrigation Connection (ERIC)” - a system capacity equivalency unit which corresponds to the peak reclaimed water demand of the 5/8” x 3/4” meter subcategory of the single family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the reclaimed water system demand for various sized connections for the purpose of assessing fees and reserving capacity. For the purpose of this Agreement, one ERIC = 500 gallons/day;
 - (g) “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;
 - (h) “Guaranteed Revenue Fee” - the fee designated 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;
 - (i) “Total Accrued Amount (TAA)” - At the time of Service Initiation for each ERIC, a TAA equal to sixty months Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERIC shall be due and payable for such ERIC. The TAA for each ERIC will be determined at the time of Service Initiation;
 - (j) “Standard Development Renewal Agreement (SDRA)” – an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard or Non-Standard Development Agreement for an additional five (5) years; and
 - (k) “Franchise Fee” – A percentage surcharge applied to all of Utility’s fees for Customers within portions of 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 reclaimed water 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 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 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 reclaimed water facilities; that in the event Utility is required or desires to install any of its reclaimed water 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 installations; 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, 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 reclaimed water facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which reclaimed water service is actually rendered by Utility. All occupants of any residential 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 reclaimed water service from the aforesaid Utility, and shall pay for 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 residential 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 reclaimed water service from any source other than that provided by Utility.

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 reclaimed water 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 reclaimed water facilities installed by Property Owner to the reclaimed water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection and reclaimed water usage shall be in accordance with rules and regulations of the Health Department, the Department of Environmental Protection and the UPAP.
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 ERIC for the requested capacity upon submission of this Agreement; and
 - (b) a TAA per each ERIC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional reclaimed water 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 will not provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Reclaimed Water Agreement is:

Reclaimed Water:	\$0.00 per ERC x	ERCs =	
		Franchise Fee	
		TOTAL	

Upon receipt of the MAP, Utility agrees to reserve ____ ERICs of Reclaimed Water system capacity for Property Owner until _____, 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.

At the time of Service Initiation, the applicable ERICs will be deducted from said reservation. Upon approval of Utility, the total number of ERICs may be increased up to 10% of the original reservation or by ten (10) ERICs, 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. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERICs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. 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 reclaimed water 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 reclaimed water system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection. Property Owner shall be required to pay connection fees and installation fees as set forth in the UPAP for each connection.

During the construction of the reclaimed water system 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.

Upon completion of said facilities, Utility hereby agrees to accept ownership of the reclaimed water facilities for operation and maintenance purposes. Property Owner also hereby covenants and agrees to design and/or modify his internal irrigation system, at his sole cost, to accept reclaimed water from Utility, and to design and operate said system within the guidelines for reclaimed water as outlined in the then current UPAP, the Palm Beach County Reclaimed Water Ordinance and State and Federal law.

Property Owner hereby agrees to transfer to Utility title to all reclaimed water distribution systems installed by Property Owner's contractor up to the point of service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of 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 in a form supplied by Utility the complete on-site and off-site reclaimed water distribution 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 reclaimed water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Grantor's right 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 easements granted by Property Owner may be used by other utilities as long as such use is approved by Utility. Utility's acceptance of the reclaimed water 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 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 easement or rights-of-way. All reclaimed water 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 other 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 reclaimed water facilities 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 reclaimed water 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 reclaimed water facilities conveyed to Utility to use in connection with providing reclaimed water 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 reclaimed water service 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 reclaimed water 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 reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the reclaimed water 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. In addition, Property Owner of his Assignee agrees to comply with all rules and regulations of the UPAP, HRS and DEP pertaining to the Reclaimed Water Irrigation Systems.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Assignment 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:

_____ ;
_____ ;

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, Florida 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 reclaimed water facilities and services to any phased area and/or 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 contained herein, 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:
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, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

PROPERTY OWNER:

By: _____
Signature

Title

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____ who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT "K"

**ACKNOWLEDGMENT AND ASSIGNMENT OF UTILITY CONCURRENCY
RESERVATION AGREEMENT TO SUCCESSOR DEVELOPER**

_____, hereinafter ASSIGNOR, hereby assigns the Utility
Concurrency Reservation Agreement (UCRA) by and between ASSIGNOR and Palm Beach
County, dated _____, to _____, hereinafter ASSIGNEE.

ASSIGNOR further assigns all rights, privileges, duties and obligations described in said UCRA
and ASSIGNEE hereby acknowledges responsibility for all rights, privileges, duties, and
obligations required under the above-referenced UCRA. The expiration date of said assigned
UCRA is _____ and may be extended only by entering into a development
agreement with Palm Beach County and renewing same in accordance with its renewal
provisions. This assignment is valid only for the property described in the above-referenced
UCRA.

The property receiving this assignment is located in Palm Beach County, Florida, and contains
the following legal description:

ASSIGNOR EXECUTION:

WITNESSES:

ASSIGNOR (Please Print)

Authorized Signature

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing assignment was acknowledged before me this ____ day of _____ , 20__ by _____, who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of

Notary

ASSIGNEE ACKNOWLEDGMENT:

ASSIGNEE (Print Name)

Date: _____

Address: _____

Authorized Signature (Seal)

Phone #: _____

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing assignment was acknowledged before me this ____ day of _____ , 20__ by _____, who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

**PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT ACKNOWLEDGEMENT:**

By: _____

Print Name

Date: _____

EXHIBIT "L"

**ASSIGNMENT AND ACKNOWLEDGMENT OF OPERATION AND MAINTENANCE
FOR THE ON-SITE RECLAIMED WATER IRRIGATION SYSTEM**

THIS ASSIGNMENT AND ACKNOWLEDGMENT OF OPERATION AND MAINTENANCE FOR THE ON-SITE RECLAIMED WATER IRRIGATION SYSTEM is made and entered into this _____ day of _____ 20____, by and between _____, hereinafter referred to as the Assignor and _____, a Florida Corporation, hereinafter referred to as Assignee, pursuant to that certain Standard Reclaimed Water Development Agreement by and between Assignor and Palm Beach County, dated _____.

The Assignor , for and in consideration of the sum of ten dollars (\$10.00), the receipt of which is hereby acknowledged, hereby assigns the operation and maintenance responsibilities for the on-site reclaimed water irrigation system and Assignee hereby acknowledges responsibility for the operation and maintenance of said system as required under the above referenced agreement.

This Assignment and Acknowledgment is applicable to the property as set forth in the above referenced agreement and is fully described herein as:

ASSIGNOR EXECUTION:

WITNESSES:

ASSIGNOR (Please Print)

Authorized Signature

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or has produced _____ as identification.

Signature of Notary

Typed, Printed or Stamped Name of Notary

ASSIGNEE ACKNOWLEDGMENT:

Address: _____

ASSIGNEE (Print Name)
Corporation/Assoc. (If applicable)

Authorized Signature (Seal)

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary

Typed, Printed or Stamped Name of Notary

**PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT CONSENT:**

By: _____

Date: _____

Print Name

EXHIBIT "M"

ACKNOWLEDGMENT AND ASSIGNMENT OF RESERVED (EXCLUDES PRE-PAID CONNECTIONS) EQUIVALENT RESIDENTIAL CONNECTIONS AND CORRESPONDING TERMS OF THE ORIGINAL AGREEMENT TO PROPERTIES IDENTIFIED IN THE ORIGINAL DEVELOPMENT AGREEMENT

_____, hereinafter ASSIGNOR, hereby assigns _____ Equivalent Residential Connections (ERCs) from that certain previous agreement by and between ASSIGNOR and _____, dated _____, to _____, hereinafter ASSIGNEE.

ASSIGNOR further assigns all rights, privileges, duties and obligations for those ERCs/ERICs being assigned and ASSIGNEE hereby acknowledges responsibility for all rights, privileges, duties, and obligations required under the above-referenced agreement. The expiration date of said assigned ERCs/ERICs is _____.

The property receiving this assignment is located in Palm Beach County, Florida, and contains the following legal description:

Lot_____, Block_____

BY EXECUTION HEREOF, ASSIGNOR ACKNOWLEDGES AND AGREES THAT THE NUMBER OF ERCs REMAINING FOR ASSIGNOR'S USE ON ASSIGNOR'S PROPERTY IS _____ ERCs.

ASSIGNOR EXECUTION:

ASSIGNOR (Please Print)
Corporation/Assoc. (If applicable)

WITNESSES:

Authorized Signature (Seal)

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

My Commission expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

ASSIGNEE ACKNOWLEDGMENT:

ASSIGNEE (Print Name)
Corporation/Assoc. (If applicable)

Date: _____

Address: _____

Authorized Signature (Seal)

Phone#: _____

Title

**PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT ACKNOWLEDGEMENT:**

By: _____

Date: _____

Print Name

EXHIBIT "N"

**ACKNOWLEDGMENT AND ASSIGNMENT OF PRE-PAID CONNECTIONS AND
CORRESPONDING TERMS OF THE ORIGINAL AGREEMENT TO PROPERTIES
IDENTIFIED IN THE ORIGINAL DEVELOPMENT AGREEMENT**

_____, hereinafter ASSIGNOR, hereby assigns _____ pre-paid Equivalent Residential Connections (ERCs) from that certain previous agreement by and between ASSIGNOR and _____, dated _____, to _____, hereinafter ASSIGNEE.

ASSIGNOR further assigns all rights, privileges, duties and obligations for those pre-paid ERCs being assigned and ASSIGNEE hereby acknowledges responsibility for all rights, privileges, duties, and obligations required under the above-referenced agreement. The expiration date of said assigned ERCs is _____. For the purpose of this assignment, each single family dwelling unit shall be counted as one (1) ERC and each multi-family dwelling unit counted as _____* ERCs.

The property receiving this assignment is located in Palm Beach County, Florida, and contains the following legal description:

Lot_____, Block_____

BY EXECUTION HEREOF, ASSIGNOR ACKNOWLEDGES AND AGREES THAT THE NUMBER OF PRE-PAID ERCs REMAINING FOR ASSIGNOR'S USE ON ASSIGNOR'S PROPERTY IS _____ ERCs, WITH EACH SINGLE FAMILY DWELLING UNIT COUNTED AS ONE (1) ERC AND EACH MULTI-FAMILY DWELLING UNIT COUNTED AS _____* ERCs.

*** 0.7 for non-UDC agreements, 1.0 for UDC agreements**

ASSIGNOR EXECUTION:

ASSIGNOR (Please Print)
Corporation/Assoc. (If applicable)

WITNESSES:

Authorized Signature (Seal)

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification.

My Commission
expires:

Signature of Notary

Typed, Printed or Stamped Name of Notary

ASSIGNEE ACKNOWLEDGMENT:

Date: _____

Address: _____

Phone#: _____

ASSIGNEE (Print Name)
Corporation/Assoc. (If applicable)

Authorized Signature (Seal)

Title

**PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT ACKNOWLEDGEMENT:**

Date: _____

By: _____

Print Name

EXHIBIT "O"

**TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD
(POTABLE WATER, WASTEWATER AND/OR RECLAIMED WATER)
DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL**

THIS TERMINATION AND PARTIAL RELEASE OF STANDARD (POTABLE WATER, WASTEWATER AND/OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL is made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and _____, a Florida corporation, hereinafter referred to as "Property Owner."

W I T N E S S E T H

WHEREAS, on _____, 20____, County and Property Owner entered into a Standard or Non-Standard (Potable Water, Wastewater and/or Reclaimed Water) Development Agreement or received an assignment from the same, hereinafter collectively referred to as the "Agreement", for the provision of (potable water, wastewater and/or reclaimed water) service to property owned by Property Owner; and

WHEREAS, Property Owner has paid to County a total amount of \$_____ as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records at Book _____ and Page _____; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5) years, which can be extended in accordance with the provisions of the Uniform Policies and Procedures of the County's Water Utilities Department; and

WHEREAS, Property Owner has notified the County of his desire to not renew said Agreement either directly; or through non-payment of the MAP required to extend the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13 and 14 of the Agreement shall survive the termination of this Agreement by the parties hereto and said parties shall not be released from said specified rights, duties, or obligations; and

WHEREAS, the parties desire to terminate the Agreement except for the right, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13 and 14 thereof.

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

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13 and 14 thereof, the SDA executed by and between Palm Beach County and Property Owner dated _____, 20____ and only for the property identified in **Exhibit "A"** is hereby terminated.
2. The parties agree that County and Property Owner shall continue to be bound by all remaining rights, duties or obligations existing in the above-referenced Paragraphs of the Agreement and only for the property identified in **Exhibit "A"** and the parties are not released from any such rights, duties or obligations as set forth therein.
3. County shall duly record this Termination and Partial Release of Standard or Non-Standard (Potable Water, Wastewater and/or Reclaimed Water) Development Agreement due to Non-Renewal for the property identified in **Exhibit "A"**, attached hereto and made a part hereof.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

(NAME)

By: _____
Type or Print Name

Title

Signature

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

Notary Signature

Typed, Printed or Stamped Name of Notary

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

EXHIBIT "P"

AMENDMENT TO STANDARD (POTABLE WATER, WASTEWATER AND/OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO INCREASE IN CAPACITY EQUAL TO OR LESS THAN TEN PERCENT (10%) OF THE ORIGINAL CAPACITY RESERVATION OR TEN (10) ERCs/ERICs, WHICHEVER IS GREATER.

THIS AMENDMENT TO STANDARD (POTABLE WATER, WASTEWATER OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO INCREASE IN CAPACITY EQUAL TO OR LESS THAN TEN PERCENT (10%) OF THE ORIGINAL CAPACITY RESERVATION OR TEN (10) ERCs/ERICs, WHICHEVER IS GREATER, is made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and _____, a Florida corporation, hereinafter referred to as "Property Owner."

W I T N E S S E T H

WHEREAS, on _____, County, through its lawful designee, entered into a Standard Potable Water, Wastewater or Reclaimed Water Development Agreement, hereinafter referred to as "SDA", for the provision of potable water, wastewater or reclaimed water service to certain property owned by Property Owner; and

WHEREAS, the SDA was recorded in the Official Records at Book_____ and Page _____; and

WHEREAS, in accordance with Paragraph 5 therein, Property Owner desires to amend the SDA to increase the allocation of equivalent residential connections ("ERCs") and/or equivalent residential irrigation connections ("ERICs") of said service for the subject property to _____ ERCs/ERICs, which is less than or equal to ten percent (10%) of the original reservation, or ten (10) ERCs/ERICs, whichever is greater; and

WHEREAS, the County warrants that the additional capacity of ERCs/ERICs is available for Property Owner; and

WHEREAS, the parties desire to amend the SDA to provide for the increase of capacity reservation.

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

1. The SDA is hereby amended by increasing the allocated ERCs/ERICs for the subject property to _____ ERCs/ERICs which is equal to or less than ten percent (10%) of the original reservation of capacity, or ten (10) ERCs/ERICs, whichever is greater, provided Property Owner pays to County a total amount of \$_____ for said additional ERCs/ERICs in accordance with the then current rates and fees as set forth in the UPAP.
2. Each and every other term of the SDA shall remain in full force and effect and the SDA is hereby reaffirmed as modified herein.
3. The County shall duly record this Amendment to the SDA.

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

By: _____
 County Administrator or Designee

WITNESSES:

(NAME)

By: _____
 Type or Print Name

 Title

 Signature

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
 Director, Finance and Administration

**APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY**

By: _____
 County Attorney

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ who is personally known to me or
who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

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

EXHIBIT "Q"

**TERMINATION AND RELEASE OF STANDARD
(POTABLE WATER, WASTEWATER OR RECLAIMED WATER)
DEVELOPMENT AGREEMENT DUE TO ZONING DENIAL/WITHDRAWAL**

THIS TERMINATION AND RELEASE OF STANDARD (POTABLE WATER, WASTEWATER OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO ZONING DENIAL/WITHDRAWAL is made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and _____, a Florida corporation, hereinafter referred to as "Property Owner."

W I T N E S S E T H

WHEREAS, on _____, 20____, County and Property Owner entered into a Standard (Potable Water, Wastewater or Reclaimed Water) Development Agreement, hereinafter referred to as the "SDA", for the provision of (potable water, wastewater or reclaimed water) service to property owned by Property Owner as part of Property Owner's Zoning Petition No. _____; and

WHEREAS, Property Owner has paid to the County a total amount of \$_____ as required pursuant to the SDA; and

WHEREAS, the SDA was recorded in the Official Records at Book _____ and Page _____; and

WHEREAS, Property Owner did not receive zoning approval for the subject property, said zoning petition was denied, or Property Owner withdrew the project from the County's approval process and said Property Owner was subsequently refunded the total amount of \$_____ from County; and

WHEREAS, neither the County nor Property Owner have any rights, duties or obligations existing under the SDA; and

WHEREAS, termination of the SDA is necessary in order to clear the title to the subject property.

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

- 1 The SDA executed by and between County and Property Owner dated _____, 20_____ is hereby terminated.
2. Property Owner hereby acknowledges receipt of the total amount of \$_____ paid to the County in accordance with the SDA.
3. The parties agree that the County and Property Owner are no longer bound by any rights, duties or obligations existing under the SDA and the parties are hereby released from any such rights, duties or obligations.
4. The County shall duly record this Termination and Release of Standard (Potable Water, Wastewater or Reclaimed Water) Development Agreement Due to Zoning Denial/Withdrawal.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

(NAME)

By: _____
Type or Print Name

Title

Signature

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT "R"

**ACKNOWLEDGMENT AND TRANSFER OF PRE-PAID EQUIVALENT
RESIDENTIAL CONNECTIONS AND CORRESPONDING TERMS OF THE
ORIGINAL SDA/AGREEMENT**

_____, hereinafter TRANSFEROR, hereby transfers
_____ Equivalent Residential Connections (ERCs) from that certain previous
agreement by and between TRANSFEROR and _____,
dated _____, to _____, hereinafter
TRANSFEEE.

TRANSFEROR further transfers all rights, privileges, duties and obligations for those pre-paid
residential connections (ERCs) being transferred and TRANSFEEE hereby acknowledges
responsibility for all rights, privileges, duties and obligations required under the above-
referenced agreement. The expiration date of said transferred residential connections (ERCs) is
_____. TRANSFEROR acknowledges that he has a real
(capital at risk) and substantial (at least 51% ownership) interest in the TRANSFEEE property
and will maintain said interest throughout the complete development phase of said property. For
the purpose of this transfer, a single family connection is valued at one (1) ERC and a multi-
family ERC is valued at _____ ERCs.

The property receiving this transfer is located in Palm Beach County, Florida, and has the
following legal description:

Lot _____, Block _____

TRANSFEROR EXECUTION:

TRANSFEROR (Please Print)
Corporation/Assoc. (If applicable)

WITNESSES:

Authorized Signature (Seal)

Title

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

TRANSFeree ACKNOWLEDGMENT:

Date: _____

Address: _____

Phone #: _____

TRANSFeree (Print Name)
Corporation/Assoc. (If applicable)

Authorized Signature (Seal)

Title

**PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT ACKNOWLEDGEMENT:**

Date: _____

By: _____

Print Name

EXHIBIT "S"

UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD (POTABLE WATER, WASTEWATER AND/OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL

THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD (POTABLE WATER, WASTEWATER, AND/OR RECLAIMED WATER) DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL is made this ____ day of _____, 20____, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on _____, 20__, County and _____, a _____, hereinafter referred to as "Original Property Owner," entered into a Standard or Non-Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement, hereinafter referred to as the "Agreement", for the provision of (potable water, wastewater, and/or reclaimed water) service to property owned by Original Property Owner; and

WHEREAS, the property affected by this Termination is the same, or is a portion thereof, of the property described in the Agreement, and is more fully described in **Exhibit "A"**, attached hereto, made a part hereof, and is hereinafter referred to as "Property"; and

WHEREAS, Original Property Owner paid County as total amount of \$ _____ as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book _____, Page ____; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5) years, which can be extended in accordance with the provisions of the Uniform Policies and Procedures (UPAP) of the County's Water Utilities Department; and

WHEREAS, Original Property Owner or any subsequent property owner, hereinafter collectively referred to as the "Current Property Owner," has not paid the MAP required to extend the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of the Agreement shall survive the termination of the Agreement, and Current Property Owner and County shall not be released from said specified rights, duties, and obligations; and

WHEREAS, County desires to terminate the Agreement except for the rights, duties, and obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof.

NOW THEREFORE, the following shall become effective as of the date this document is recorded in the Official Records of Palm Beach County, Florida:

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof, the Agreement executed by and between Palm Beach County and Original Property Owner dated _____, 20_____, and only for the property identified in **Exhibit “A”** is hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights, duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only for the property identified in **Exhibit “A”** and the parties are not released from any such rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard or Non-Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement due to Non-Renewal for the Property.

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

WITNESSES:

(NAME)

By: _____
Type or Print Name

Title

Signature

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

PROJECT CLOSE OUT DOCUMENTS

REQUIRED DOCUMENTS

NOTE: THE PROPERTY OWNER'S NO LIEN AFFIDAVIT, BILL OF SALE, COST DOCUMENTATION, AND RECORD DRAWINGS SHALL APPLY TO THE SAME PROPERTY.

1. Bill of Sale and Exhibit 1 - Cost Documentation - Conveying to Palm Beach County all potable water, wastewater, and reclaimed water facilities up to the Point of Service.
2. Property Owner's No Lien Affidavit.
3. Recorded utility easements with an appropriate Title Insurance policy benefiting Palm Beach County (\$50.00 per linear foot of easement and/or \$150,000 for Department-owned lift station if the lift station was not constructed within a platted or existing easement). The easement's sketch and grant documents must be reviewed and approved by the Department prior to recording.

THERE WILL BE NO RENDERING OF UTILITY SERVICE, INCLUDING RELEASE OF METERS, UNTIL ALL OF THE ABOVE DOCUMENTATION IS RECEIVED AND APPROVED. **IT IS REQUIRED THAT THE ATTACHED STANDARD FORMS BE USED.** ONE EXECUTED ORIGINAL OF EACH FORM IS REQUIRED.

FOR QUESTIONS REGARDING THE ABOVE AND OTHER PERTINENT DOCUMENTATION CONTACT THE TECHNICAL SERVICES SECTION AT 493-6000.

EXHIBIT "T"

BILL OF SALE

Know All Men by These Presents, that _____,
located at _____, hereinafter referred to as "Property Owner", for and
in consideration of the sum Ten Dollars lawful money of the United States, received from Palm
Beach County c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida,
33416-6097, hereinafter referred to as "County", the receipt whereof is hereby acknowledged,
has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain,
sell, transfer and deliver to the County, its administrators and assigns, the following goods and
chattels:

**Potable Water, Wastewater, and/or Reclaimed Water Facilities consisting of those
components set forth on "Attachment To Bill of Sale" attached hereto and made a part
hereof all as is, where is, and located within the Project herein described as:**

To Have and to Hold the same unto the County, its administrators and assigns forever.

And Property Owner for its heirs, executors and administrators, covenant to and with the
County, its administrators and assigns, that Property Owner is the lawful owner of the said goods
and chattels; that said goods and chattels are free from all encumbrances; that Property Owner
has good right to sell the same aforesaid, and that Property Owner will warrant and defend the
sale of the said property, goods and chattels hereby made, to the County, its administrators and
assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, has hereunto set hand and seal on this _____ day of
, 20__.

WITNESSES:
Signed, sealed and delivered in presence of:

PROPERTY OWNER:

Witness Signature

Print Name

Signature

Print Name (and title if applicable)

Witness Signature

Print Name

Signature

Print Name (and title if applicable)

NOTARY CERTIFICATE

Seal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____ who is personally known to me or has produced
_____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT "U"

ATTACHMENT TO BILL OF SALE

**COST DOCUMENTATION FOR FACILITIES DEDICATED TO
PALM BEACH COUNTY**

PROJECT NAME

S.D.A. NUMBER

Parcel/Plat

Bill of Sale Date

Phase

WUD Number

Potable Water Distribution System

Including Mains, Valves, Fittings & Hydrants, and All Appurtenances, Water Services up to Meter, Fire lines up to Double Detector Check Valve Assembly

\$ _____

Wastewater Collection System

Including Utility Owned Force and/or Gravity Mains, Valves, Fittings, Air Release Valves, Manholes, and All Appurtenances, Sewer Services including Clean Outs up to Limit of Palm Beach County Water Utilities Department Maintenance Responsibility.

\$ _____

Wastewater Pumping Station

Complete, Including All Appurtenances; Installed per P.B.C.W.U.D. Standards
(If Owned and Operated by Palm Beach County Water Utilities Department i.e., not private).

Lift Station Number(s)

\$ _____

Emergency Generator Serial Number(s) _____

\$ _____

Reclaimed Water Distribution System

Including Mains, Valves, Fittings and All Appurtenances, Reclaimed Water Services up to the meter.

\$ _____

TOTAL VALUE OF CONTRIBUTED ASSETS

\$ _____

Note: Prices must include all material and labor as installed, and shown on Accepted "Record Drawings."

Certified By:

Contractor

Property Owner

Print Name

Date: _____

Print Name

Date: _____

NOTARY CERTIFICATE

**STATE OF
COUNTY OF PALM BEACH**

SEAL

Sworn to, acknowledged and subscribed before me this ____ day of _____, 20
by _____ who is personally known to be or has produced _____ as
identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT “W”

INSTRUCTIONS AND MINIMUM REQUIREMENTS FOR PREPARING EASEMENT DOCUMENTS, LEGAL DESCRIPTIONS AND SKETCHES

I. EXECUTION INSTRUCTIONS FOR EASEMENT DOCUMENTS

Note: A Title Policy for the benefit of the County should be delivered to the Department upon conveyance of an easement, where applicable.

A. SIGNING AND WITNESSING

1. For Individuals: Sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
2. For Corporations: The president or vice president and the secretary or an assistant secretary sign on the indicated lines, filling in their title below, in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
3. For Partnerships: All general partners sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below. The Notary Public may be one of the witnesses. In the event the general partner is itself a corporation, then the instructions for corporations as set forth above shall be completed in addition to the instructions for partnerships.

B. MORTGAGEE JOINDER AND CONSENT

The Property Owner(s) shall have any and all mortgagees sign the Mortgage Consent and Joinder. The mortgagee shall sign as either an individual, a corporation or a partnership as set forth hereinabove.

C. ACKNOWLEDGMENTS

The Notary Public should fill in legibly all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in date, sign on line provided and affix seal adjacent to the signature of the Notary Public.

II. MINIMUM REQUIREMENTS FOR EASEMENT LEGAL DESCRIPTIONS AND SKETCHES

A. LEGAL DESCRIPTIONS

1. Legal Descriptions must be prepared by a Registered Surveyor and must bear a certification citing “Minimum Technical Standards pursuant to Florida Statutes, Chapter 472 and as defined in Florida Administrative Code 21-HH-06.”
2. The description must bear the Registered Land Surveyor’s name, certification number, company name, and must be signed and sealed.
3. The description must be prepared on a 8 1/2” x 11” size sheet.

B. EASEMENT SKETCHES

1. The sketch must appear on an 8 1/2” x 11” sheet, and must have the original Registered Land Surveyor’s signature and embossed seal imprint.
2. A location map must be included on the sketch showing the general location of the property within which the easement lies.
3. Sketch must contain a North arrow.

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

EXHIBIT "X"

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this _____ day of _____, 20____, by _____ (hereinafter referred to as "Grantor"), whose address is _____, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413.

W I T N E S S E T H

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof can also be utilized for a wastewater pump station and may be fenced in by the Grantee for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

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

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

IN WITNESS WHEREOF, the Grantor 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

Print Name

Witness Signature

Print Name

GRANTOR:

By: _____

Print Name

By: _____

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT "Y"

CONSENT AND JOINDER OF MORTGAGEE FOR UTILITY EASEMENT

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

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

WITNESSES:

GRANTOR/MORTGAGEE:

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____

Print Name

Print Name

Witness Signature

By: _____

Print Name

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

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 _____ day of _____, 20____ by _____ and _____ between _____ (hereinafter referred to as "Owner") whose address is _____ 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 _____ 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:

OWNER:

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Print Name

Witness Signature

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

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**

Witness

By: _____
County Administrator or Designee

Print Name

Witness Signature

Print Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

This instrument prepared by:
Palm Beach County Water Utilities Department
P. O. Box 16097
West Palm Beach, Florida 33416-6097

EXHIBIT "AA"

CLAIM OF LIEN FOR UTILITY SERVICE

(STATE OF FLORIDA)
(COUNTY OF PALM BEACH)

NOTICE is hereby given that the Board of County Commissioners of Palm Beach County, State of Florida, has hereby imposed a Claim of Lien for Utility Service to be issued under and by virtue of Section 125.01, Florida Statutes, and pursuant to Resolution No. R-___ - _____, against the following described real estate, situate in Palm Beach County, State of Florida, to wit:

in the amount of \$_____ for unpaid utility service (including Base Facility Fees) and subsequent accruing unpaid amounts furnished by the undersigned, to wit:

- Potable Water Service
- Reclaimed Water Service
- Wastewater Service

This lien is hereby filed and recorded in the Official Records of the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in the amount set forth hereinabove. This lien is equal in character, dignity and rank with liens for special assessments and County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved.

PALM BEACH COUNTY, a Political Subdivision of the State of Florida

By: _____
County Attorney

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

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

EXHIBIT "BB"

PUBLIC SUPPLY WATER WELLSITE EASEMENT

THIS EASEMENT is made, granted and entered into this _____ day of _____, 20____, by _____ (hereinafter referred to as "Grantor"), whose address is _____, to Palm Beach County (hereinafter referred to as "Grantee", c/o Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

W I T N E S S E T H

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a public supply water well easement which shall permit Grantee authority to enter upon the property of the Grantor (see **Exhibit "A"**, attached hereto and made a part hereof, hereinafter the "Easement") at any time to install, operate, monitor, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water well facilities and appurtenant facilities, pipelines and equipment in, on, over, under and across the easement premises, with full right to ingress thereto and egress therefrom the property. This Easement area or portion thereof may be fenced in by Grantee for access control purposes.

Grantor, its successor, heirs and/or assigns, hereby agrees to indemnity and hold Grantee 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 Grantee as a result of or in any way connected to the utilization of the wellsite, including but not limited to, impacts to on-site irrigation wells, aesthetic lakes and surface water management systems. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid Easement free and clear of mortgages and other encumbrances.

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

WITNESSES:

GRANTOR:

Signed, sealed and delivered in the presence of:

Witness Signature

By: _____

Print Name

Print Name

Witness Signature

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ who
is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

CONSENT AND JOINDER OF MORTGAGEE TO EASEMENT

The undersigned mortgagee does hereby join in and consent to the granting of this Public Supply Water Well Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Easement.

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

WITNESSES:

GRANTOR/MORTGAGEE:

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____

Print Name

Print Name

Witness Signature

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

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

EXHIBIT "CC"

BLANKET UTILITY EASEMENT

THIS EASEMENT, is granted this _____ day of _____, 20_____, by and between _____, as Grantor, and the COUNTY OF PALM BEACH, in the State of Florida.

W I T N E S S E T H

That Grantor, in consideration of he sum of Ten (\$10.00) Dollars and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the County, its successors and assigns, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie-into, remove and inspect water transmission and distribution facilities and all appurtenances thereto, and/or sewage transmission and collection facilities, including but not limited to lift stations, and all appurtenant equipment, with full right to ingress thereto and egress therefrom, over, upon, under, through and across the following described land, situate, lying and being in the County of Palm Beach and State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME unto the county, its successors and assigns forever; and Grantor affirms that he/she is authorized as owner or legal representative to grant the within Easement and fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand(s) and seal(s) the date first above written.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

By: _____

Print Name

Title

For

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____,
by _____ on behalf of _____ who is
personally known to me or has produced _____ as identification and did
so swear.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT "DD"

STANDARD POTABLE WATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and _____ hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a (*Standard*) Potable Water Development Agreement on (*Date*), hereinafter referred to as "Agreement" (*Resolution number*); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book (*ORB #*), Page (*P #*); and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water 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 (*Date*) _____, 20__ ("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 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 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 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 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:

\$ per ERC x	ERCs =	
	SUBTOTAL	
	FRANCHISE FEE	
	TOTAL MAP DUE	

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:

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.

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 Renewal 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.

(The remainder of this page intentionally left blank)

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

WITNESSES:

PALM BEACH COUNTY

Signature

Print Name

Signature

Print Name

By: _____
Director, Water Utilities Department

WITNESSES:

Signature

Print Name

Signature

Print Name

PROPERTY OWNER

By: _____

Title: _____

(Seal)

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

**WATER UTILITIES DEPARTMENT
APPROVAL:**

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
County Attorney

EXHIBIT "EE"

STANDARD WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and _____ hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a (*Standard*) Wastewater Development Agreement on (*Date*), hereinafter referred to as "Agreement" (*Resolution number*); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book (*ORB #*), and Page (*P #*); and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of 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 (*Date*) _____, 20__ ("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 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 Wastewater Development Renewal Agreement ("Renewal Agreement") and the UPAP as may be amended from time to time.

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 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:

Wastewater:	\$ per ERC x	ERCs =	<u> </u>
		SUBTOTAL	<u> </u>
		FRANCHISE FEE	<u> </u>
		TOTAL MAP DUE	<u> </u>
			<u> </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:

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.

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 Renewal 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.

(The remainder of this page intentionally left blank)

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

WITNESSES:

PALM BEACH COUNTY

Signature

By: _____
Director, Water Utilities Department

Print Name

Signature

Print Name

WITNESSES:

PROPERTY OWNER

Signature

By: _____

Print Name

Title: _____

(Seal)

Signature

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Director, Finance and Administration

By: _____
County Attorney

EXHIBIT "FF"

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and _____ hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a (*Standard*) Potable Water & Wastewater Development Agreement on (*Date*), hereinafter referred to as "Agreement" (*Resolution number*); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official record Book (*ORB #*), Page (*P #*); 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, Utility agreed to reserve _____ ERCs from the effective date of the Agreement.

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on (*Date*) _____, 20__ ("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 ("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:	per ERC x	ERCs = _____
Wastewater:	per ERC x	ERCs = _____
		SUBTOTAL _____
		FRANCHISE FEE _____
		TOTAL MAP DUE _____

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:

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.

(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:

PALM BEACH COUNTY

Signature

By: _____
Director, Water Utilities Department

Print Name

Signature

Print Name

WITNESSES:

PROPERTY OWNER

Signature

By: _____

Print Name

Title: _____

Signature

(Seal)

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Director, Finance and Administration

By: _____
County Attorney

EXHIBIT "GG"

STANDARD RECLAIMED WATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and _____ hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the parties entered in to a (*Standard*) Reclaimed Water Development Agreement on (*Date*), hereinafter referred to as "Agreement" (*Resolution number*); and

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

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book (*ORB #*), Page (*P #*); and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on (*Date*) _____, 20__ ("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 ERICs of reclaimed water 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 ERICs provided in the Agreement in accordance with the terms and conditions of this Standard Reclaimed Water 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 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 ERICs of reclaimed water 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 ERICs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Reclaimed Water: \$0.00 per ERC x ERCs = \$0.00

SUBTOTAL	<u>\$0.00</u>
FRANCHISE FEE	<u>\$0.00</u>
TOTAL MAP DUE	<u><u>\$0.00</u></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 ERICs 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:

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.

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 Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Renewal 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 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.

(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:

PALM BEACH COUNTY

Signature

By: _____
Director, Water Utilities Department

Print Name

Signature

Print Name

WITNESSES:

PROPERTY OWNER

Signature

By: _____

Print Name

Title: _____

Signature

(Seal)

Print Name

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary

**WATER UTILITIES DEPARTMENT
APPROVAL:**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Director, Finance and Administration

By: _____
County Attorney

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

EXHIBIT "HH"

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made and entered into this _____ day of _____, 20___, by and between _____ (hereinafter referred to as "Indemnitor") whose address is _____, 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.

W I T N E S S E T H

WHEREAS, Indemnitor 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, a Potable Water & Wastewater Development Agreement for the Property was entered into on _____ (Resolution number), (hereinafter referred to as "Agreement"); and

WHEREAS, Indemnitor has not been assigned the Agreement nor any of the water or wastewater ERC capacity associated with the Agreement; and

WHEREAS, all or portions of the potable water and wastewater ERC capacity provided for in the Agreement have not been used on the Property; and

WHEREAS, Indemnitor wishes to use the unused ERCs provided in the Agreement; and

WHEREAS, Indemnitor wishes to indemnify the County in as set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Indemnitor may use _____ potable water ERCs and _____ wastewater ERCs which were reserved in the Agreement and have not been used on the Property, in accordance with the terms and conditions of the Agreement.

3. Indemnitor, its successor, heirs and/or assigns, hereby agrees to indemnify, release and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorney's fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to County approving and accepting Indemnitor to use the unused ERCs from the Agreement.

4. This Indemnification Agreement shall not extend the term of the Agreement, and this Indemnification Agreement shall survive the termination of the Agreement.

5. This Indemnity Agreement shall be binding upon Indemnitor, 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.

(The remainder of this page intentionally left blank)

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

WITNESSES:

PALM BEACH COUNTY

Witness Signature

By: _____
County Administrator or Designee

Typed or Printed Name

Witness Signature

Typed or Printed Name

WITNESSES:

INDEMNITOR:

Witness Signature

By: _____
Signature

Typed or Printed Name

Title

Witness Signature

Typed or Printed Name

Typed or Printed Name

{ Corporate }
Seal }

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

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

Signature of Notary

Typed, Printed, or Stamped Name
of Notary

Notary Public

Serial Number

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

“EXHIBIT II”

RECLAIMED WATER SERVICE AGREEMENT – LAKE DISCHARGE IRRIGATION SYSTEM

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 200__, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and _____, a _____ (hereinafter referred to as "Manager").

WHEREAS, Manager either owns the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to control and/or maintain an Irrigation System on the Property; and

WHEREAS, Manager has the authority to enter into this Agreement; and

WHEREAS, Manager desires to allow the County to discharge Reclaimed Water into On-Site Stormwater Retention Ponds for irrigation purposes; and

WHEREAS, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

WHEREAS, Manager shall use Reclaimed Water for landscape irrigation purposes only; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Manager 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 adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this Agreement.
 - (b) “Service” – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.

RWSA # To Be Determined

- (c) “Point(s) of Service” – the point where the Reclaimed Water exits the Utility System and is discharged into the lake(s).
- (d) “Lake Discharge Irrigation System” – an Irrigation System in which the Reclaimed Water supplied by Utility is discharged under controlled conditions into On-Site Stormwater Retention Ponds.
- (e) “Required Utility Facilities” – Reclaimed Water facilities which are required to be constructed to connect the Utility System with the Irrigation System.
- (f) “Utility System” – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the Required Utility Facilities following conveyance of same by Manager to Utility.
- (g) “Service Initiation” – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) “Reclaimed Water” – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) “Irrigation System” - a network of pipes, pumping facilities, storage facilities, sprinkler heads, On-Site Stormwater Retention Ponds, and appurtenances on Manager’s side of the Point of Service designed for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager, said components are still considered part of the Irrigation System for purposes of this Agreement.
- (j) “On-Site Stormwater Retention Ponds” – a body or bodies of water designed to collect, store and/or convey stormwater.

3. Manager shall submit to Utility engineering plans and specifications prepared and sealed by a professional engineer registered in the State of Florida showing the Required Utility Facilities. Utility will advise Manager’s engineer of any sizing requirements as mandated by the UPAP. All such plans and specifications, including hard copy and electronic media, submitted to Utility 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, Manager shall construct, at Manager’s expense, the Required Utility Facilities, as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection.

During the installation of the Required Utility Facilities, 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 Required Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its 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, shall be submitted to Utility upon completion of construction of the Required Utility Facilities.

Utility hereby agrees to accept ownership of the Required Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all Required Utility Facilities installed by Manager's contractor up to the Point of Service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of 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, Manager shall convey to Utility, in a form supplied by Utility, the Required Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities and for ingress and egress for the foregoing purposes. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the length of the centerline of the easement). Said title policy shall confirm the grantor's right 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. Utility's acceptance of the Required Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor that are conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Service Initiation., All Required Utility Facilities shall be located within an easement if not located within platted or dedicated public rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records.

4. Utility's performance under this Agreement is specifically contingent upon Utility's acquisition of a National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) for discharge into On-Site Stormwater Retention Ponds. Utility does not guarantee that the NPDES permit will be issued, and any costs incurred by Manager prior to Utility's acquisition of the NPDES permit shall be at Manager's own risk. Manager shall also provide Utility with evidence from the governing drainage district that discharge of Reclaimed Water into On-Site Stormwater Retention Ponds is permitted. Manager shall comply with all permit conditions set forth in the NPDES permit. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the FDEP, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other entity

with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall provide Utility a written confirmation of notice to all property owners that Reclaimed Water will be utilized in the Irrigation System. Manager shall hold harmless, indemnify, and release Utility 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 the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility. Upon the accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any Required Utility Facilities) in accordance with the terms and intent of this Agreement.

5. Manager hereby requests and Utility agrees to provide to Manager via a Lake Discharge System a maximum annual flow of _____ million gallons of Reclaimed Water subject to a maximum monthly flow of _____ million gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service nor does the Utility guarantee any minimum water level at the On-site Stormwater Retention Ponds. The flow amounts are subject to any usage/withdrawal restrictions imposed by the South Florida Water Management District, FDEP, or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water at the Point of Service while maintaining the maximum monthly flow rate during those months in which such flow is needed. Manager shall install an automatic float-controlled shut-off valve assembly at each point of discharge of Reclaimed Water into On-Site Stormwater Retention Ponds. The float elevation shall be in accordance with permit conditions set by FDEP and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of said permit conditions. Each party shall be responsible for complying with all applicable permit conditions.

6. Any modifications to the Irrigation System must be approved by Utility. Any change or modification to the level control system for On-Site Stormwater Retention Ponds including overflow weirs/bleeders must be approved in advance by Utility. Manager shall provide a report to Utility, consisting of a log of daily readings of each lake system's water level; in a form acceptable to Utility and shall include an electronic version (MS Excel format) on a monthly basis, submitted no later than the 15th of the following month.

7. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

8. Manager shall provide Utility evidence satisfactory to Utility that Manager has the authority to enter into this Agreement.

9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Reclaimed Water 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

Manager or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Manager, upon any other entity holding by, through or under Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility

10. Manager shall not have the right to, and shall not, connect to the Utility System 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 Manager or other than Utility. In addition, Manager agrees to comply with all rules and regulations of the UPAP, Department of Health, DEP, and/or any other authority with jurisdiction over water use on the Property. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**.

11. Any conveyance, transfer or assignment of this Agreement by Manager must be approved in advance by Utility.

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

And if to Utility, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
Contract Management Section
P.O. Box 16097
West Palm Beach, FL 33416-6097

13. This Agreement shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

14. 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, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

15. 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.

16. Utility shall have the right to terminate Reclaimed Water Service in the event of non-compliance by the Manager with any of the conditions of this Agreement.

17. Service Initiation to occur within twelve (12) months of the Effective Date of this Agreement, which is the date that Utility executes the Agreement. If Service Initiation does not occur within twelve (12) months of the Effective Date of this Agreement, this Agreement shall

automatically terminate and a Memorandum of said termination shall be recorded in the official records of Palm Beach County.

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

WITNESSES:

PALM BEACH COUNTY

Signature

By: _____
County Administrator or Designee

Typed or Printed Name

Signature

Typed or Printed Name

WITNESSES:

MANAGER:

Signature

By: _____
Signature

Typed or Printed Name

Typed or Printed Name

Signature

Title

Typed or Printed Name

{ Corporate }
Seal }

NOTARY CERTIFICATE

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT "A"
LEGAL DESCRIPTION

“EXHIBIT JJ”

STANDARD RECLAIMED WATER SERVICE AGREEMENT – DIRECT IRRIGATION SYSTEM

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 200__, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and _____, a _____ (hereinafter referred to as "Manager").

WHEREAS, Manager either owns the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to own, control, and maintain an Irrigation System on the Property; and

WHEREAS, Manager desires to cause the existing Irrigation System to utilize Reclaimed Water supplied by Utility to irrigate the Property; and

WHEREAS, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

WHEREAS, Manager shall use Reclaimed Water for landscape irrigation purposes only; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Manager 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 adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this Agreement.
 - (b) “Service” – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.

- (c) “Point(s) of Service” – the end of the meter shut-off valve as further defined in Chapter 1 of the UPAP.
- (d) ”Direct Irrigation System” – a system in which the Utility System is directly connected with the Irrigation System.
- (e) “On-Property Utility Facilities” – Reclaimed Water facilities located on the Property which are required to be constructed to connect the Utility System with the Irrigation System.
- (f) “Utility System” – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the On-Property Utility Facilities following conveyance of same by Manager to Utility.
- (g) “Service Initiation” – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) “Reclaimed Water” – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) “Irrigation System” - a network of pipes, pumping facilities, storage facilities, sprinkler heads, lakes, and other bodies of water, and appurtenances on Manager’s side of the Point of Service designed to convey and apply Reclaimed Water for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager (i.e., lakes and other bodies of water), said components are still considered part of the Irrigation System for purposes of this Agreement.

3. Manager 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-Property Utility Facilities. Utility will advise Manager’s engineer of any sizing requirements as mandated by the UPAP. 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, Manager shall cause to be constructed, at Manager’s expense, the On-Property Utility Facilities, as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection.

During the installation of the On-Property Utility Facilities, 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 On-Property Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its 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 of the On-Property Utility Facilities.

Utility hereby agrees to accept ownership of the On-Property Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all On-Property Utility Facilities installed by Manager's contractor up to the Point of Service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of 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, Manager shall convey to Utility in a form supplied by Utility the On-Property Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Subsequent to construction of the On-Property Utility Facilities and prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the grantor's right 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. Utility's acceptance of the On-Property Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor and conveyed to Utility shall be warranted by Manager or its contractor for one year from the 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 easement or rights-of-way. All On-Property Utility Facilities shall be located within an easement if not located within platted or dedicated rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records for the purpose of perfecting the grant of the easement set forth therein.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any On-Property Utility Facilities) in accordance with the terms and intent of this Agreement. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the Department of Environmental Protection, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other body with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall be required to notify, in writing, all property owners which may utilize the Reclaimed Water delivered through the Irrigation System, that Reclaimed Water will be

delivered through the Irrigation System. Manager shall hold harmless, indemnify, and release Utility 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 the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility.

5. Manager hereby requests [____] [____"] Reclaimed Water meter(s) for use on the Property to meet the irrigation needs of the Property. The irrigation needs for the Property have been determined by mutual agreement of Manager and Utility, and are subject to any usage restrictions imposed by any authority with jurisdiction over Reclaimed Water use on the Property.

6. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

7. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service, nor does Utility guarantee a minimum or maximum pressure of Reclaimed Water provided at the Point of Service. Manager shall construct/modify the Irrigation System accordingly. The County may impose limits on irrigation timing and frequency as it deems necessary.

8. Upon submission of this Agreement, Manager, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgage or lien holder (if any) having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. If no liens or mortgages exist, Manager shall submit a letter from an attorney licensed in Florida or other evidence satisfactory to Utility confirming that there are no mortgages or liens on the Property.

9. If Manager does not own all or a portion of the Property, or does not own a portion of the Irrigation System, Manager shall provide Utility with evidence satisfactory to Utility that Manager has been granted the authority to utilize that portion of the Property/Irrigation System that Manager does not own and that the Owner of said portion of the Property/Irrigation System consents to this Agreement.

10. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Reclaimed Water 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 Manager or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Manager, upon any other entity holding by, through or under

Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility. Any fee or rate delinquent more than 120 days will automatically void this Agreement.

11. Manager or its assignee shall not have the right to and shall not connect to the Utility System 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 Manager or other than Utility. In addition, Manager or its Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Irrigation System. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**. Manager shall not permit the flow of Reclaimed Water into any adjoining property whatsoever. Manager shall not be responsible for the flow of Reclaimed Water into an adjoining property where such flow is caused by a failure of the automatic float-controlled shut-off valve described in Section 5 above.

12. The sale, conveyance, transfer of assignment of this Agreement by Manager shall only be performed in accordance with the provisions of UPAP.

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

And if to Utility, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
Contract Management Section
P. O. Box 16097
West Palm Beach, FL 33416-6097

14. Unless Manager 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 Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

15. 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, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

16. 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.

17. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to

audit, investigate, monitor, and inspect the activities of the Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

WITNESSES:

PALM BEACH COUNTY

Signature

By: _____
County Administrator or Designee

Typed or Printed Name

Signature

Typed or Printed Name

WITNESSES:

MANAGER:

Signature

By: _____
Signature

Typed or Printed Name

Typed or Printed Name

Signature

Title

Typed or Printed Name

{ Corporate }
Seal }

NOTARY CERTIFICATE

**STATE OF
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____, who is personally known to me or has produced _____ as identification-

My Commission

Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT “KK”

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is made and entered into this _____ day of _____, _____ by and between _____, a _____ (hereinafter referred to as “Indemnitor”) and Palm Beach County, a political subdivision of the State of Florida (“County”).

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install _____ (“Utility Facilities”) (WUD Project No. _____); and

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

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

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

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

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.

2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.

3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the _____ or its demands in connection with the work contemplated by the Utility Permits.

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

4. **MISCELLANEOUS PROVISIONS.**

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

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

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

INDEMNITOR: _____

With a copy to: _____

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

4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or

thing affecting this Agreement, the parties hereby designate Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
in the presence of:

OWNER:

Witness Signature

Signature

Print Name

Print Name

Witness Signature

Title

Print Name

Company Name

(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary

ACCEPTANCE

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

WITNESSES:

PALM BEACH COUNTY

Witness Signature

By: _____
County Administrator or Designee

Typed or Printed Name

Witness Signature

Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney