

UTILITY SERVICES AGREEMENT

FOR

Town Southern –Village Royale Phase 1 North

THIS AGREEMENT is made and entered into on April 16, 2018, by and between RD Royal Palm Beach, LLC (hereinafter referred as "Developer") and the Village of Wellington, a Municipal Corporation of the State of Florida (hereinafter referred to as "Village") for the property known as Town Southern-Village Royale Phase 1 North(Property).

WHEREAS, Developer is the owner of that certain parcel of land located in Palm Beach County, Florida, within the utility service area of the Village, as more fully described in Exhibit "B-1" attached hereto and made a part hereof(hereinafter referred to as the "Property;"); and

WHEREAS, Developer intends to develop the Property by constructing thereon a 392 unit multi-family development; and

WHEREAS, it is necessary that adequate water and wastewater facilities be provided to service the Property and to service the improvements constructed or located on the Property; and

WHEREAS, Developer desires that the Village provide water and wastewater services for Developer's Property; and

WHEREAS, the Village has sufficient capacity to supply water and wastewater services to the Property; and

WHEREAS, the Village is willing to provide, after payment of all fees and charges, in accordance with the provisions of this Agreement water and wastewater services to the Property and thereafter to operate applicable facilities so that the improvements on the Property will receive adequate water and wastewater services from the Village; and

WHEREAS, Developer will pay Village the amount of one million four hundred twenty seven thousand one hundred (\$1,427,100.00) for Capacity Charges to the Property in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and the Village hereby covenant and agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by reference.



Section 2. Purpose

The purpose of this Agreement is to provide water and wastewater services to Developer's development consisting of the construction of a 392 unit multi-family development, which project is described in Exhibit "B-2" attached hereto and made a part thereof.

Section 3. Definitions

The following definitions govern apply to this Agreement:

- a) Backbone System (BBS) means the combination of any or all of the BWDS and BWCS (as defined below).
- b) Backbone Water Distribution System (BWDS) means off-site water storage, high service pumping, transmission and other utility system assets, which provide service in the Utility (Utility) Service Area.
- c) Backbone Wastewater Collection System (BWCS) means the off-site wastewater transmission, master pumping, and other Utility facilities, which provide service in the Village Utility Service Area.
- d) Consumer Installation means all facilities on the consumer's side of the Point of Service.
- e) Engineer of Record (EOR) means the Developer's Engineer of Record who shall be a Professional Engineer registered with the Department of Professional Regulation of the State of Florida and must have a license as issued by the State of Florida and in active status.
- f) Industrial Waste shall include the discharge of any substances, materials, waters or wastes to the Utility sewer collection system in sufficient quantity or concentration to:
 - 1. create a fire or explosion hazard including, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - 2. cause obstruction to the flow in sewers, or other interference with the operation of wastewater facilities due to accumulation of solid or viscous materials.
 - 3. Cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities.

In addition, Industrial Waste shall be considered any discharge to the wastewater collection system which:

1. Constitutes a rate of discharge or substantial deviation from normal rates of discharge ("slug discharge") sufficient to cause interference in the operation and performance of the wastewater facilities.
 2. Contains heat in amounts, which will accelerate the biodegradation of wastes and cause the formation of excessive amounts of hydrogen sulfide in the wastewater sewer or inhibit biological activity in the wastewater treatment facilities.
 3. Contains more than 100 milligrams per liter of non-biodegradable oils of mineral or petroleum origin.
 4. Contains floatable oils, fat, or grease.
 5. Contains noxious, malodorous gas or substance, which is present in quantities that create a public nuisance or a hazard to life.
 6. Contains radioactive wastes in harmful quantities as defined by applicable State and Federal regulations.
 7. Contains any garbage that has not been properly shredded.
 8. Contains any substances, which have concentrations of metals or other toxins determined by the Village to have an unacceptable impact on the wastewater treatment facility, including sludge disposal.
 9. Has a pH greater than 9 or less than 6 or has a BOD₅ greater than 400 mg/l or suspended solids greater than 400 mg/l.
- k) Off-site facilities include, but are not limited to: i) water production and treatment plants, storage and pumping facilities, and water transmission mains designated by the Village as BWDS facilities; and ii) wastewater treatment, wastewater force mains, gravity sewers and lift stations designated by the Village as BWCS facilities.
- l) On-site facilities mean those facilities, which are not designated as Off-site facilities, and which are located within the Property and are primarily for the benefit of the Property. Examples of On-site facilities include water transmission main(s), wastewater collection force mains, gravity sewers, manholes, lift stations, hydrants, services, sewer laterals, easements, rights-of-way, parcels upon which the facilities are located, inclusive of all other related appurtenances as required by the Village located in the street or streets within the boundaries of the Developer's Property.
- m) Point of Service for water distribution systems means the point where the Developer's pipe connects to the Utility System's pipe immediately on the discharge side of the meter. The Point of Service for wastewater service will be

established by the Village at the time of detailed construction plan approval, but generally is located at where the service lateral connects to the wastewater collection system. The Village shall, according to the terms and conditions hereof, own all pipes and appurtenances to the Point of Service. Unless otherwise provided, the pipes and appurtenances on the Developer's side of the Point of Service shall belong to Developer.

- n) Property - means the area or parcel of land described in Exhibit "B-1", attached hereto and made a part hereof.
- o) Service means the readiness and ability on the part of the Village to furnish and maintain water and sewer service to the Point of Service.
- p) Village Utility System means the water and wastewater system owned and operated by the Village of Wellington.
- q) Village means the Village of Wellington, Florida, including its dependent Special District, the Acme Improvement District.
- r) Utility Director means the Utility Director of the Village of Wellington or her designee.

Section 4. Developer's Payment Requirements

In exchange for the Village agreeing to provide water and wastewater service, Developer hereby agrees to pay to the Village the following charges and fees:

Section 4.1 Water and Wastewater Rates and Charges - Developer shall pay the prevailing water and wastewater rates and charges set forth in Exhibit B-3 within 30 days of execution of this Agreement and concurrent with payment of all water and wastewater miscellaneous charges required by Section 4.2 below.

Section 4.2 Water and Wastewater Miscellaneous Charges - Developer shall pay all prevailing water and wastewater miscellaneous charges set forth in Exhibit B-3 within 30 days of execution of this Agreement and concurrent with payment of all water and wastewater rates and charges required by Section 4.1 above.

Section 4.3 No user or customer of water and wastewater service shall be entitled to offset any bill or bills issued by the Village for such service or services against any payments required by this Agreement. Developer shall not be entitled to offset any payments required by this Agreement against any claims against the Village, including but not limited to claims for breach of contract, damages or charges of the Village.

Section 5. Construction of Off-Site and On-Site Backbone System and On-site Facilities. The Developer shall construct and convey to the Village the following on-site facilities:

Section 5.1 On-Site Construction of System Facility Installation - In order to provide water and wastewater service to the Developer's Property, the Developer will be required to construct, at its sole expense and as provided in Exhibit "B-4," certain On-site facilities in order to connect to the Village Utility System.

Section 5.2 Completion of Construction - upon completion of construction, Developer's EOR shall submit to the Village all proper documentation as described in Exhibit "B-4". Developer understands and agrees that the Village will withhold service to the Property until all items are received and found to be acceptable to the Village, which determination will not be unreasonably withheld or delayed.

Section 5.3 Off-site Construction of System Facility Installation- Developer recognizes that the Village is unable to provide service to the Property until the facilities described in Exhibit B-5 are constructed, tested and accepted by the Village. Developer further acknowledges that these facilities are not the responsibility of the Village to construct and that the Village has no control over the timing of the construction and release of these facilities into service. Developer further acknowledges that the Village has no responsibility to construct these facilities should the entity responsible fail to do so. Upon payment by Developer of all appropriate fees, acceptance of the on-site and off-site improvements by the Village and releases by all appropriate regulatory agencies, the Village shall provide service to the Property.

Section 6. Obligations of Developer

Section 6.1 Assurance of Title - At the time of execution of this Agreement the Developer agrees to deliver to the Village a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the Village in a form and substance satisfactory to the Village in its reasonable judgment with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, easements and covenants and all matters in the public record.

Section 7. Provision of Service

Section 7.1 The water furnished to Developer hereunder will be delivered by Village and will be accepted and received by Developer at the time meters are installed by Village; upon acceptance of application for connection and after payment of all required fees stipulated in this Agreement.

Section 7.2 No water shall be delivered or provided to any customer located on the Property without having been metered at the Point of Service.

Section 7.3 Under no circumstances shall Village provide water and wastewater service to an area covered by this Agreement if that area has not been completed, tested, certified, approved and accepted by the Village in accordance with this Agreement.

Section 8. Agreement to Serve - Upon the completion of construction of the On-site and Off-site water and wastewater facilities required to meet Developer's needs for service the Village covenants and agrees that it will permit connection of the water and wastewater facilities installed by the Developer in accordance with the terms and intent of this Agreement.

The responsibility for connecting customer installations to the meter and/or lines of the Village at the Point of Service is that of the Developer. With reference to such connections, the parties agree as follows:

- (a) Application for the installation of water meters shall be made three (3) business days in advance, not including Saturdays, Sundays, and holidays.
- (b) Written notice to Village requesting an inspection of a Developer connection to the meter connection is required. The inspection will be made within seventy-two (72) hours thereafter, not including Saturdays, Sundays, or holidays, provided the water meter and backflow preventer have been previously installed. If the Village fails to inspect the Developer connection to the meter within seventy-two (72) hours after such inspection is requested by the Developer, the Developer may backfill or cover the pipes without the Village's approval and the Village shall accept the connection and any matter, which could have been discovered by any such inspection. However, this will not release the EOR from inspecting and certifying that the construction was in accordance with the approved plans and specifications and the Village's Water and Wastewater Systems Construction Specifications and Standard Details Manual, current edition. Failure to obtain such certification from the EOR, and to submit it to the Village, may result in the denial or termination of service by the Village.
- (c) If the Developer or the intended customer does not comply with the foregoing inspection provision, Village may refuse service until compliance with these provisions is met.
- (d) The cost of constructing, operating, repairing or maintaining Developer installations up to the Point of Service shall be borne by the Developer, or its successors and assignees.
- (e) Developer agrees that wastewater to be treated by Village from the Property will consist of wastewater typically associated with residential land uses. Developer further agrees that it will not allow any Industrial Waste to flow from the Property to Village's wastewater treatment facility. No occupant or user of the system located on the Property shall discharge Industrial Waste unless the Developer provides suitable pretreatment, subject to Village approval, which consistently yields a product that is not defined as Industrial Waste. The Village shall have the right to require the Developer to pretreat Industrial Waste prior to the discharge of such wastewater to the Village Utility System. All costs associated with the industrial pretreatment program required for occupants located within the Property will be the responsibility of the Developer. In no case shall the Village Utility System be responsible for ownership or operation of a wastewater pretreatment system, including grease traps. Developer grants to Village a right of access together with the right to sample Developer's wastewater to verify Developer's compliance with this paragraph. Should any damaging concentration of Industrial Waste be delivered to the wastewater system, the Developer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

Section 9. Exclusive Right to Provide Service - The Village shall have the sole and exclusive right to provide water and wastewater services to the Property and to the occupants of such buildings constructed thereon.

Section 10. Rates

Section 10.1 Rate Application - The Village agrees that the rates, fees, and charges to be charged to Developer and individual customers of water and wastewater services shall be those approved by the Village, as may be amended from time to time, including all surcharges, which are currently 25%.

Section 10.2 Amendment of Rates - Notwithstanding any provision in this Agreement, the Village may establish, amend or revise, from time to time in the future, and enforce rules, regulations and rates governing water and wastewater service to the Property.

Section 11. Binding Effect and Assignment of Rights

Section 11.1 Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of the Developer, the Village and their respective assigns and successors by merger, consolidation, conveyance or otherwise subject to the terms and conditions of this Agreement as contained herein.

Section 11.2 Assignment of Rights - Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned or sold by Developer to third parties outside of the Property. An assignment of the capacity reserved for the Property will be authorized by the Village in the case of a bona fide sale of all or a portion of the Property, or other valid transfer or assignment of all or a portion of the Property, including without limitation, the transfer or assignment of all or a portion of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, the Developer shall provide a notice or evidence of such assignment, or partial assignment as the case may be, to the Village in a request for its written consent

Section 12. Recordation of Agreement - Upon completion of execution of this Agreement by Developer and the Village, the Village shall cause this Agreement to be recorded with the Clerk of the Circuit Court of Palm Beach County.

Section 13. Modification, Governing Law, Venue, Waiver and Severability - This Agreement may be amended only by written instrument properly authorized, executed and delivered by both parties hereto. This Agreement shall be governed and construed by the laws of the State of Florida and venue for any disputes or controversies arising out of this Agreement shall be in Palm Beach County, Florida. The parties hereto hereby submit to the jurisdiction of the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No waiver by Village or Developer any breach of this Agreement shall be taken or held to be a waiver of any other breach. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. In the event any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or

otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein. such finding shall not affect the remaining portions of this Agreement

Section 14. Default - Upon the occurrence of any breach of any term or provision of this Agreement by a party (defaulting party), the party affected by such default shall give written notice to the Defaulting Party specifying the default and after giving notice of such breach and an opportunity to cure as provided below, the non-defaulting party shall be entitled to terminate this Agreement immediately in addition to any remedy such party may have at law or in equity. A defaulting party shall be entitled to cure a monetary breach within 10 days after receipt of written notice of such breach, or, in the case of a nonmonetary breach, within 30 days after such notice provided that the defaulting party proceeds to diligently cure such breach upon receipt of such notice. Notwithstanding the foregoing, the Village shall not refuse service to improvements on the Property for which all charges paid and all conditions of the Agreement have been fulfilled.

Section 15. Notice - Whenever any notice is required to be given under this Agreement, such notice shall be in writing. Notice shall be transmitted by messenger, or by certified mail, and if to Developer, shall be mailed or delivered to Developer at:

If to RELATED at: RD Royal Palm Beach LLC
315 S. Biscayne Boulevard
Miami, FL 33131
Att: Maximo Cruz or Development Manager
mcruz@relatedgroup.com

With a copy to: Ellie Halperin, Esq.
Halperin Law
1601 Forum Place, Suite 500
West Palm Beach, FL 33401
ellie@halperin-law.com

And to the Village, at: The Village of Wellington
ATTN: Village Manager
12300 Forest Hill Boulevard
Wellington, FL 33414

With a copy to: Village of Wellington Utility Director
12300 Forest Hill Boulevard
Wellington, FL 33414

Section 16. Costs and Attorney's Fees - In the event it is necessary for any action to be brought by either Party to enforce the provisions of this Agreement, the prevailing Party shall be

entitled to an award of its reasonable attorney's fees, costs and expenses at all trial and appellate levels.

- Section 17. Force Majeure** - Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

- Section 18. Indemnification** - Developer agrees to indemnify and hold the Village, its officials and employees harmless from and against any and all liabilities, claims, damages, losses, suits, actions, matters, costs and expenses (including reasonable attorney's fees) (the "Liabilities") to which the Village may become subject by reason of or arising out of Developer's, breach, non-performance, negligence, gross negligence or intentionally wrongful conduct and any other person or entity employed by, used by or contracted by Developer in the performance of this Agreement. Nothing in this Agreement shall be construed or interpreted as consent by the Village to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in Section 768.28, Florida Statutes. This indemnification provision shall survive the actual connection to Village's water and wastewater systems, except to the extent that the Liabilities arise out of the activities of a subsequent owner of a parcel located on the Property, or the activities of such owner's employees, family members, tenants, guests or invitees

- Section 19. Miscellaneous Provisions, Further Assurances, Entire Agreements, Etc.**

Section 19.1 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and the Village, made with respect to the matters herein contained, and when duly executed, fully constitutes the agreement between Developer and the Village. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can either party waive provisions of this Agreement, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all signatories herein.

Section 19.2 Land Use and Zoning - This Agreement shall not be construed as granting or as assuring or indicating any future grant of any land use or zoning approvals, permits, variances, special exception, or rights with respect to the Property or any other property owned by the Applicant.

Section 19.3 Exhibits mentioned herein have been signed or initialed by the duly authorized officers, agents or attorneys of the parties hereto and are hereby incorporated herein by reference and made a part hereof as fully as if set forth herein.

Section 19.4 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine, feminine and neuter genders shall each include the others.

Section 19.5 The submission of this Agreement for examination by Developer does not constitute an offer, but becomes effective only upon execution thereof by the Village.

Section 19.6 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19.7 The parties hereto recognize that prior to the time the Village may actually commence upon a program to carry out the terms and conditions of this Agreement, the Village may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory authority over the construction, maintenance and operation of the Utility System. The Village agrees that it will diligently and earnestly make the necessary and proper applications to all governmental authorities and will pursue the same to the end and that it will use its best efforts to obtain such approval. Developer agrees to provide necessary assistance to the Village in obtaining the approvals provided for herein.

Section 19.9 Village shall, at all times, have the right of inspection of Developer's On-site facilities. This provision shall be binding on the Developer's successors and assigns.

Section 19.10 This Agreement is solely for the benefit of the Village, the Developer, and their respective successors and assigns. No right or cause of action shall accrue herein or by reason hereof, to or for the benefit of any other party who is not a formal party hereto, or subject to the limitations herein, its successors, or assigns.

Section 19.11 Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

Section 19.12 The timing of the installation of the improvements to be completed by other parties is not within the control of the Village; therefore, the Village cannot make any representations when Developer might recoup its costs.

THE VILLAGE

IN WITNESS WHEREOF, Applicant and the Village 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.

ATTEST:

THE VILLAGE OF WELLINGTON

Village Clerk

By: _____
Its: _____

Approved as to form and legal sufficiency:

By: _____
Village Attorney

DEVELOPER

IN WITNESS WHEREOF, Developer and the Village 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.

Signed, sealed and delivered
in the presence of:

RD ROYAL PALM BEACH, LLC

[Signature]
Witness Signature
Print Name Sabrina Escobar

By: [Signature]
Steve Patterson, its President

[Signature]
Witness Signature
Print Name FISCILLO RUIZ

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 16 day of April, 2018, by Steve Patterson, as President of **RD ROYAL PALM BEACH, LLC**, on behalf of the Developer.

Witness my hand and official seal at Miami - Dade County, Florida this 16 day of April, 2018.

Personally known X OR produced identification _____

Type of identification produced _____



Victoria Delgado
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG162393
Expires 2/20/2022

[Signature]
Notary Public

Victoria Delgado
Typed, printed or stamped name of Notary Public

My commission expires: 2-20-22

(SEAL)

EXHIBIT “B-1”

Plat of RD Royal Palm Beach, LLC SR80 Apartment Complex as recorded in Plat Book 24, pages 41-45 of the Public Records of Palm Beach County, FL.

LEGAL DESCRIPTION – RD ROYAL PALM BEACH, LLC SR 80 APARTMENT COMPLEX

KNOW ALL MEN BY THESE PRESENTS THAT RD ROYAL PALM BEACH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THEIR SUCCESSORS AND ASSIGNS, BEING THE OWNER OF THE LAND SHOWN HEREON AS RD ROYAL PALM BEACH, LLC SR 80 APARTMENT COMPLEX, BEING A PORTION OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE ALONG THE WEST LINE OF SAID SECTION 36, N01°30'19"E A DISTANCE OF 142.27 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

RUN THENCE N01°30'19"E, A DISTANCE OF 1177.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL (C-51) SAID LINE BASED ON A LETTER FROM BLAIR LITTLEJOHN (COUNSEL TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT), TO JERALD CANTON ESQ. DATED NOVEMBER 29, 2000 (VERIFIED BY MEETING WITH SFWMD MARCH 2007); THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, S83°44'24"E A DISTANCE OF 627.16 FEET; THENCE, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S01°30'19"W A DISTANCE OF 10.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL (C-51), SAID LINE AS SHOWN ON THE C-51 CANAL RIGHT-OF-WAY MAP CONTRACT NO. CN04901-2003; THENCE S88°52'41"E A DISTANCE OF 110.68 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE CONTINUE ALONG SAID C-51 RIGHT-OF-WAY LINE S87°52'10"E A DISTANCE OF 859.86 FEET; THENCE LEAVING SAID C-51 RIGHT-OF-WAY LINE RUN S04°06'31"W, A DISTANCE OF 85.04 FEET TO A POINT ON A LINE 85.00 FEET SOUTH OF AND PARALLEL TO THE C-51 RIGHT-OF-WAY LINE, THENCE ALONG SAID LINE RUN N87°52'10"W A DISTANCE OF 656.66 FEET TO A POINT ON THE EAST LINE OF THE EAST 310 FEET OF THE WEST 935 FEET OF THE WEST HALF OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 36; THENCE ALONG SAID LINE RUN S01°30'19"W ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 471.00 FEET; THENCE S88°59'05"E A DISTANCE OF 348.57 FEET; THENCE S04°44'26"W ALONG THAT CERTAIN SPECIFICALLY DESCRIBED LINE MENTIONED IN OFFICIAL RECORDS BOOK 10159, PAGE 1304, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 550.90 FEET; THENCE N88°59'05"W ALONG A LINE PARALLEL WITH AND LYING 142.27 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1252.51 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL CONTAINING 29.86 ACRES MORE OR LESS.

EXHIBIT “B-2”
DEVELOPMENT WATER AND SEWER DEMAND REQUIREMENTS

The subject site lies within the Wellington Utility service area for Water and Sewer. Using the Wellington generation rate criteria of 477 GPD/Unit for Water and 300 GPD/Unit for Sewer for multi-family units, Water and Sewer demand are calculated as shown.

Average Day Demand:

Water: 392 multi-family residential units (3 bedrooms) @ 477 GPD = 0.186 MGD

Sewer: 392 multi-family residential units (3 bedrooms) @ 300 GPD = 0.118 MGD

Peak Day Demand:

Water: 392 multi-family residential units (3 bedrooms) @ 477 GPD x 1.17 peak factor = 0.219 MGD

Sewer: 392 multi-family residential units (3 bedrooms) @ 300 GPD x 1.07 peak factor = 0.138 MGD

EXHIBIT “B-3”
VILLAGE OF WELLINGTON
RATES, FEES AND CHARGES
OUTSIDE VILLAGE LIMITS

ATTACHED

Wellington
Water & Wastewater Rates and Charges Fiscal Year 2017/2018
Beginning October 1, 2017

	WATER		WASTEWATER	
	FY 2017	FY 2018	FY 2017	FY 2018
INSIDE VILLAGE				
SINGLE METER RESIDENTIAL				
Monthly Base Facility Rate	18.22	18.68	17.38	17.81
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.06	2.11	1.92	1.97
6,001 - 15,000 Gallons	3.07	3.15	1.92	1.97 *
15,001 - 25,000 Gallons	4.12	4.22		
Over 25,000 Gallons	6.76	6.93		
MASTER METER RESIDENTIAL				
Monthly Base Facility Rate	15.37	15.75	14.44	14.80
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.06	2.11	1.92	1.96
6,001 - 12,000 Gallons	3.07	3.15	1.92	1.96 *
12,001 - 20,000 Gallons	4.12	4.22		
Over 20,000 Gallons	6.76	6.93		
* For residential service, wastewater charges are capped at the consumption range referenced above.				
COMMERCIAL AND IRRIGATION				
Monthly Base Facility Rate - based on meter size				
5/8" Meter	18.22	18.68	17.38	17.81
1" Meter	39.69	40.68	39.92	40.92
1 1/2" Meter	75.31	77.20	77.44	79.37
2" Meter	118.23	121.19	122.39	125.45
3" Meter	232.64	238.45	242.55	248.62
4" Meter	361.21	370.24	377.63	387.07
6" Meter	718.71	736.68	752.94	771.76
8" Meter	1,284.40	1,316.51	1,340.49	1,374.01
COMMERCIAL USAGE				
0 - 8,000 Gallons	2.06	2.11	1.92	1.96
8,001 - 15,000 Gallons	3.07	3.15	1.92	1.96
Over 15,000 Gallons	4.12	4.22	1.92	1.96
IRRIGATION USAGE				
0 - 15,000 Gallons	3.07	3.15	N/A	N/A
Over 15,000 Gallons	4.12	4.22	N/A	N/A
VACANT LOT STANDBY CHARGE				
	11.07	11.35	11.78	12.08

Wellington
Water & Wastewater Rates and Charges Fiscal Year 2017/2018
Beginning October 1, 2017

OUTSIDE VILLAGE	WATER		WASTEWATER	
	FY 2017	FY 2018	FY 2017	FY 2018
Monthly Base Facility Rate	22.77	23.34	21.72	22.27
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.58	2.64	2.40	2.46
6,001 - 15,000 Gallons	3.83	3.93	2.40	2.46 *
15,001 - 25,000 Gallons	5.14	5.27		
Over 25,000 Gallons	8.45	8.66		
MASTER METER RESIDENTIAL				
Monthly Base Facility Rate	19.21	19.69	18.05	18.50
Usage Charge (cost per thousand gallons)				
0 - 6,000 Gallons	2.58	2.64	2.40	2.46 *
6,001 - 12,000 Gallons	3.83	3.93	2.40	2.46
12,001 - 20,000 Gallons	5.14	5.27		
Over 20,000 Gallons	8.45	8.66		
* For residential service, wastewater charges are capped at the consumption range referenced above.				
COMMERCIAL AND IRRIGATION				
Monthly Base Facility Rate - based on meter size				
5/8" Meter	22.77	23.34	21.71	22.26
1" Meter	49.59	50.83	49.89	51.14
1 1/2" Meter	94.14	96.50	96.81	99.23
2" Meter	147.79	151.49	153.00	156.82
3" Meter	290.79	298.06	303.19	310.77
4" Meter	451.50	462.79	472.04	483.84
6" Meter	898.39	920.85	941.17	964.70
8" Meter	1,605.49	1,645.63	1,675.62	1,717.52
COMMERCIAL USAGE				
0 - 8,000 Gallons	2.58	2.64	2.40	2.46
8,001 - 15,000 Gallons	3.83	3.93	2.40	2.46
Over 15,000 Gallons	5.14	5.27	2.40	2.46
IRRIGATION USAGE				
0 - 15,000 Gallons	3.83	3.93	N/A	N/A
Over 15,000 Gallons	5.14	5.27	N/A	N/A
VACANT LOT STANDBY CHARGE	13.83	14.18	14.73	15.10

NOTE: OUTSIDE VILLAGE BOUNDARIES, A 25% SURCHARGE IS INCLUDED IN ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering charge)

Wellington
Water & Wastewater Rates and Charges Fiscal Year 2017/2018
Beginning October 1, 2017

INSIDE VILLAGE					
METER CHARGES & DEPOSITS			Homeowners		
Meter Size	Meter Charge (new meter installation)	Builders Blanket Deposit	Water	Sewer	
5/8" Meter	358.75	500.00	71.75	61.50	
1" Meter	410.00	500.00	112.75	92.25	
1 1/2" Meter	589.38	500.00	225.50	184.50	
2" Meter	784.13	500.00	343.38	271.63	
3" Meter	1,281.25	500.00	768.75	615.00	
4" Meter	1,965.95	500.00	1,076.25	871.25	
6" Meter	3,526.00	500.00	2,460.00	1,947.50	
8" Meter	Actual Cost	500.00	3,843.75	3,075.00	
RESIDENT CAPACITY CHARGES			Water	Sewer	
3/4" or Smaller Meter			1,660.00	1,890.00	
1" Meter			2,739.00	3,119.00	
RESIDENTIAL MASTER METER (per unit)			1,330.00	1,510.00	
COMMERCIAL CAPACITY CHARGES			Water	Sewer	
5/8" Meter			1,660.00	1,890.00	
1" Meter			4,150.00	4,725.00	
1 1/2" Meter			8,300.00	9,450.00	
2" Meter			13,280.00	15,120.00	
3" Meter			26,560.00	30,240.00	
4" Meter			41,500.00	47,250.00	
6" Meter			83,000.00	94,500.00	
8" Meter			132,800.00	151,200.00	
MISCELLANEOUS CHARGES					
Account Application/Service Initiation			25.63		
Account Transfer			25.63		
Return Check Charge					
Face Value Up To \$50			25.00		
Face Value Between \$51 - \$300			30.00		
Face Value Greater Than \$300			Greater of \$40 or 5%		
Face Value Greater Than \$800			5% of Face Value		
Delinquent Account Charge			Greater of 2% or \$5		
Disconnect for Non-Payment					
Normal Hours			25.63		
After Hours			51.25		
Service Calls					
Normal Hours			15.38		
After Hours			51.25		
Meter Test Fee (if meter is correct)					
2" Meter or Smaller			41.00		
Greater Than 2" Meter			Actual Cost plus Labor		
Unauthorized Connection/Tampering Charge per incident for investigation, correction and administration			307.50		
Meter Installation Inspection or Sewer Tap Inspection (each)			25.63		
Palm Beach County Recording Fees, Liens, Tax Deeds			41.00		
Assessment Charges			35.88		
Grease Trap Inspection Fee			41.00		
Backflow Preventor Inspection Fee			30.75		

Wellington
Water & Wastewater Rates and Charges Fiscal Year 2017/2018
Beginning October 1, 2017

OUTSIDE VILLAGE					
METER CHARGES & DEPOSITS			Homeowners		
Meter Size	Meter Charge (new meter installation)	Builders Blanket Deposit	Water	Sewer	
5/8" Meter	448.44	625.00	89.69	76.88	
1" Meter	512.50	625.00	140.94	115.31	
1 1/2" Meter	736.72	625.00	281.88	230.63	
2" Meter	980.16	625.00	429.22	339.53	
3" Meter	1,601.56	625.00	960.94	768.75	
4" Meter	2,457.44	625.00	1,345.31	1,089.06	
6" Meter	4,407.50	625.00	3,075.00	2,434.38	
8" Meter	Actual Cost	625.00	4,804.69	3,843.75	
RESIDENT CAPACITY CHARGES			Water	Sewer	
3/4" or Smaller Meter			2,075.00	2,362.50	
1" Meter			3,423.75	3,898.75	
RESIDENTIAL MASTER METER (per unit)			1,662.50	1,887.50	
COMMERCIAL CAPACITY CHARGES			Water	Sewer	
5/8" Meter			2,075.00	2,362.50	
1" Meter			5,187.50	5,906.25	
1 1/2" Meter			10,375.00	11,812.50	
2" Meter			16,600.00	18,900.00	
3" Meter			33,200.00	37,800.00	
4" Meter			51,875.00	59,062.50	
6" Meter			103,750.00	118,125.00	
8" Meter			166,000.00	189,000.00	
MISCELLANEOUS CHARGES					
Account Application/Service Initiation			32.03		
Account Transfer			32.03		
Return Check Charge					
Face Value Up To \$50			25.00		
Face Value Between \$51 - \$300			30.00		
Face Value Greater Than \$300			Greater of \$40 or 5%		
Face Value Greater Than \$800			5% of Face Value		
Delinquent Account Charge			Greater of 2% or \$5		
Disconnect for Non-Payment					
Normal Hours			32.03		
After Hours			64.06		
Service Calls					
Normal Hours			19.22		
After Hours			64.06		
Meter Test Fee (if meter is correct)					
2" Meter or Smaller			51.25		
Greater Than 2" Meter			Actual Cost plus Labor		
Unauthorized Connection/Tampering Charge per incident for investigation, correction and administration			307.50		
Meter Installation Inspection or Sewer Tap Inspection (each)			32.03		
Palm Beach County Recording Fees, Liens, Tax Deeds			51.25		
Assessment Charges			35.88		
Grease Trap Inspection Fee			51.25		
Backflow Preventor Inspection Fee			38.44		

NOTE: OUTSIDE VILLAGE BOUNDARIES, A 25% SURCHARGE IS INCLUDED IN ALL RATES AND CHARGES LISTED (with the exception of delinquent charge, assessment charges, return check charge & unauthorized connections and tampering charge)

EXHIBIT "B-4"
THE VILLAGE OF WELLINGTON
ON SITE FACILITIES PERMIT
WELLINGTON UTILITY PERMIT NO. 16-00100029

ATTACHED

**Village of Wellington
Utility Department Construction Permit**

Application/Permit No: 16-00100029

Permittee: RD Royal Palm Beach, LLC
315 S Biscayne Blvd.
Miami, Florida 33131
(305)533-0002

Agent: Adam Swaney, PE
Engenuity Group
1280 N Congress Ave., Suite 101
West Palm Beach, FL 33409
(561)655-1151

Project: Village Royale-Phase I North

Preliminary Cost Estimate Date: June 6, 2016 (See Attached)

Plan Approval Date: October 4, 2016 (See Attached)

Issue Date: April 20, 2017

Expiration Date: May 1, 2018

In consideration of the granting of this Permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted plans and the applicable codes for the Village of Wellington. This Permit may be revoked at any time upon the violation of any of the Permit Conditions, law, ordinances, rules or regulations or upon any change in the plans and specifications unauthorized by the Village of Wellington Utility Department.

General Permit Conditions

1. By issuance of this Permit, Permittee is authorized to commence construction provided Permittee is in full compliance with all of the Permit Conditions at the time of issuance.
2. Permittee agrees to comply with all applicable Federal, State, County and Municipal regulations pertaining to the construction of the improvements included in approved plans.
3. All water and sewer construction and testing shall be in accordance with the Village of Wellington Design Standards Manual, current version.

4. All water and sewer components shall be in accordance with the Village of Wellington Utility Department's Approved Products List.
5. The Permittee shall facilitate the design, installation, inspection, and testing of the water and wastewater systems permitted under this Permit.
6. Upon completion of construction, Permittee's Engineer of Record, shall submit to the Utility Department all proper documentation as described in this Permit.
7. Permittee shall, at its expense, retain the services of the Engineer of Record for the purpose of providing necessary observation of the construction to ensure that it is in compliance with the approved plans and specifications.
8. Construction may not commence until all permits have been approved by the appropriate regulatory agencies prior to commencement of construction. Permittee shall submit copies of all issued permits prior to commencement of construction.
9. Prior to the commencement of construction, Permittee shall provide two (2) copies, along with one (1) electronic version, of the final engineering plans and specifications signed and sealed by the Engineer of Record, along with a copy of the final estimate of quantities covering all contract items that are to be dedicated to the Village.
10. Permittee will arrange a pre-construction meeting to be attended by the Village of Wellington Utility representatives, the contractor, subcontractors and the Engineer of Record. Meeting shall be conducted by the Engineer of Record. Such meeting shall be held at least five (5) working days prior to the anticipated start of any and all phases of construction. Permittee shall contact the Utility Department at 561-791-4145 to coordinate a meeting date and time.
11. Permittee will notify the Utility Department before commencement of construction and when inspections are required. Notification shall be made in writing and shall be received by the Utility Department at least forty-eight (48) hours in advance of the time construction is to commence or inspections are requested.
12. If the Utility Department fails to be present after such inspection is requested by the Permittee, the Permittee may backfill or cover the construction without the Utility Department's approval and the Utility shall accept the construction as to matters which could have been discovered by such inspection. However, this will not release the Engineer of Record from taking picture, inspecting and certifying that the construction was in accordance with the approved plans and specifications and all applicable standards and permits. All pictures and inspection reports shall be provided to the Utility Department on a monthly basis.
13. The Utility Department will also conduct independent inspections which may result in the rejection of any portions of the work under this period. The Utility Department will notify the Engineer of Record directly concerning defective work. The Utility Department will not direct the contractor at any time.

14. Should situations arise in the field which require changes to the approved plans, the Utility Department shall be notified immediately. The Utility Department will determine if such changes require a permit modification or if the changes can be addressed in the final as-built drawings. The Engineer of Record will be responsible to resubmit any changes to applicable permitting agencies as may be required.
15. Permittee shall provide a Bill of Sale as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 1, for Water and Sewer Only, current version.
16. Permittee shall provide an Affidavit as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 2, for Water and Sewer Only, current version.
17. Permittee shall provide a Legal Description of the property as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 3, for Water and Sewer Only, current version.
18. Permittee shall provide a Grant of Easement as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 4, for Water and Sewer Only, current version.
19. Permittee shall provide a Consent and Joinder as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 5, for Water and Sewer Only, current version.
20. Permittee shall provide an Engineer's Certification as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 6, for Water and Sewer Only, current version.
21. Permittee shall provide a Final Cost Estimate for Water and Sanitary Improvements as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 7, for Water and Sewer Only, current version.
22. Permittee shall provide a Warranty as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 8, for Water and Sewer Only, current version.
23. Permittee agrees to warrant and/or guaranty all utility facilities being dedicated to the Village against faulty workmanship and defective materials for a period of one (1) year from the date of acceptance by the Utility Department. Such warranty shall be in the form of a Maintenance Surety Bond in the form attached as Document 8a. Maintenance Bond from an acceptable surety company or letter of credit from any United States or State banking institution with an office in Florida as security for the guarantee of maintenance for twelve (12) months following acceptance by the Village as follows: The bond or letter of credit shall be for 25% of the cost of improvements.

24. Permittee shall provide a Hold Harmless/Perpetual Maintenance Agreement, if applicable, as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 9, for Water and Sewer Only, current version.
25. Permittee shall provide "as built" record drawings as outlined in the attached Village of Wellington Developer Contributed Asset (DCA) Documents, Document 10, for Water and Sewer Only, current version.
26. All Village of Wellington Developer Contributed Asset Documents for Water and Sewer only are required to be submitted for review and acceptance with the Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation, DEP Form 62-555.900 current version. FDEP forms will not be processed until all Developer Contributed Assets Documents are accepted by the Utility Department.
27. By issuance of the Permit, Permittee acknowledges that all properties within which water and/or wastewater facilities to be constructed are free of soil and ground water contamination.
28. Permittee understands that the Utility Department will withhold service until all required items for release are received and approved by the Utility Department and where required, the Village Council.
29. All Requests for service, including construction meters and permanent meter sets, will be in accordance with The Village of Wellington's Customer Service Water and Wastewater Policies and Procedures Manual, current version.
30. Permittee shall retain a copy of this permit and a copy of the approved plans on the job site at all times.
31. Modifications to plans prior to commencement of construction will require a Permit Modification.
32. Permit extensions shall be requested in writing to the Utility Director and include a copy of the original Permit.

Specific Permit Conditions

33. Permittee shall be required to enter into a Developer Agreement and pay all rates, fees and charges required by the Village prior to requesting the Utility Director sign the DEP Form 62-555.900 Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components in Operation and prior to requesting setting of any meters. The rates, fees, and charges to be charged to Permittee shall be those approved by resolution or ordinance of the Village as may be amended from time to time, including all surcharges.
34. This Permit supersedes Engineering Permit 16-00100029 attached.

BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____,
a corporation of _____ County, Florida, party of the first part, for and in consideration of the
sum of Ten and No/100 (\$10.00) lawful money of the United States, to it paid by the VILLAGE OF
WELLINGTON, a municipal corporation and ACME IMPROVEMENT DISTRICT, a political subdivision of
the State of Florida, 12300 Forest Hill Boulevard, Wellington, Palm Beach County, Florida 33414, party of
the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred
and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of
the second party, its executors, administrators and assigns, the following goods and chattels:

Water distribution and sewage collection system consisting of those components set forth
within " _____", as described in the attached Exhibit
" _____", hereto; all as is and located within the property described as: SEE EXHIBIT
" _____" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors,
administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second
part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are
free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and
defend the sale of the said property, goods and chattels hereby made, unto the said party of the second
part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of
_____, 20____.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Signature

Print Name

Name:

Title:

(Corporate Seal)

Signature

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____ of _____, a
_____ (state) corporation. He/She is ☐ personally known to me or ☐ has produced
_____ as identification.

Notary Public State of _____

(Stamp)

Print Name – Notary

AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

Personally appeared before me, the undersigned authority _____
who being by first duly sworn, on oath, deposes and says:

1. That _____ is the _____ of _____, a _____ corporation.
2. That _____, is the Land Developer of that project known as "_____" as described in the attached Exhibit "_____" or as recorded in the Plat Book _____, Pages _____, Public Records of Palm Beach County.
3. To the best of Affiant's knowledge and belief all labor and materials furnished and used in connection with the construction of the water supply and sewage disposal facilities described in Exhibit "_____" attached hereto and made a part hereof, which were installed within the "dedicated roadways" and "utility easements" depicted on the construction plans for the Project's water supply and sewage disposal facilities, have been paid for in full and that there are no unpaid bills for labor performed or materials furnished as to said construction.
4. That Affiant, to the best of his/her knowledge and belief, does not know of any person, firm or corporation who has or claims to have any lien for said labor performed or materials furnished.
5. Affiant makes this Affidavit to induce the VILLAGE OF WELLINGTON / ACME IMPROVEMENT DISTRICT to accept a Bill of Sale for said water supply and sewage disposal facilities.

AFFIANT FURTHER SAITH NAUGHT.

Developer's Name: _____

Title: _____

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

(Stamp)

Notary Public State of _____

Print Name - Notary

LEGAL DESCRIPTION

Lots _____ of Development _____ of the Plat of _____ according to the plat thereof as recorded in Plat Book _____, Pages _____ through _____, of the Public Records of Palm Beach County, Florida.

**GRANT OF EASEMENT
For**

Project Name

THIS EASEMENT, executed this _____ day of _____, 20____,
by _____ with
offices at _____,
(hereinafter referred to as the "GRANTOR"), the VILLAGE OF WELLINGTON, a municipal
corporation, and the ACME IMPROVEMENT DISTRICT, a dependent special district thereof,
having their principal place of business at 12300 Forest Hill Blvd., Wellington, Florida 33414
(hereinafter referred to as "GRANTEE").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, as well as for the undertakings by the GRANTEE as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to GRANTEE an EXCLUSIVE EASEMENT for the purposes of installing and maintaining potable water distribution and/or wastewater/sewage collection systems on, in, over, and under the following described real property attached hereto and incorporated herein as Exhibit "A".

Said EXCLUSIVE EASEMENT shall be used by GRANTEE for access to, and further for use by GRANTEE for the construction, operation, and maintenance of wastewater/sewage collection system, and/or the construction, operation and maintenance of a potable water distribution system, and removal of the equipment, pipes, mains, pumps, lift stations, and machinery from time to time placed on or under said exclusive easement, and to excavate ditches or trenches for the location and placement of such wastewater/sewage collection system, and/or such potable water distribution system as may be necessary for the construction, operation, and maintenance of such system or either system, and any lateral or necessary connection lines, pipes, or mains.

The GRANTOR, its successors and assigns, shall not plant any plants (other than grass) or build any structure in the exclusive easement area unless approved by GRANTEE. The GRANTOR, its successors, and assigns shall be responsible for maintaining all grass and all other permitted plans and structures within the easement without recourse to the GRANTEE.

GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described exclusive easement, and that the same is unencumbered. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

GRANTOR agrees to provide for the execution of a joiner and non-disturbance agreement by any and mortgages or lienors of mortgages or liens encumbering this easement.

This Exclusive Easement shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees.

This Exclusive Easement shall be governed by the laws of the State of Florida as now and hereafter in force.

The venue of any litigation arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has signed and sealed this document on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Signature – Witness 1

Print Name – Witness 1

By: _____
Signature

Print Name & Title

Signature – Witness 2

Print name – Witness 2

(Individual Acknowledgement)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____ as Grantor herein who is personally known to me or have produced _____ as identification.

WITNESS my hand and official seal this ____ day of _____, 20____.

Notary Public
My Commission Expires:

(Corporate Acknowledgement)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared _____ as _____ of _____ a _____ corporation, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification.

WITNESS my hand and official seal this day of _____, 20____.

Notary Public
My Commission Expires:

CONSENT AND JOINDER

The undersigned, being the Mortgagee of the following described property, in Palm Beach County, Florida, to wit:

See Exhibit A attached hereto

Does hereby consent and join in the foregoing Developer Contributed Assets from _____, a _____ corporation ("Grantor") to the Village of Wellington, a municipal corporation and the Acme Improvement District, a dependent special district thereof (collectively, "Grantee") and be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, _____.

Witnesses:

Mortgagee:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared ____ [NAME] ____ and ____ [NAME] ____ to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the ____ [TITLE] ____ and ____ [TITLE] ____, respectively, of ____ [MORTGAGEE] ____ a ____ [TYPE] ____ **OF COMPANY]**, authorized signatory of ____ [NAME OF COMPANY] ____, an ____ [STATE INCORPORATED] ____ corporation, and that the seal affixed to the instrument is the seal of ____ [MORTGAGEE] ____; that the instrument was signed and sealed on behalf of the corporation by ____ [MORTGAGEE] ____, as authorized signatory of ____ [NAME OF COMPANY] ____, by authority of the Board of Directors of ____ [NAME OF COMPANY] ____; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of ____ [MORTGAGEE] ____, as authorized signatories of said corporation, by it and by them voluntarily executed.

Notary Public, State of Florida

My Commission Expires:

ENGINEER'S CERTIFICATION

PROJECT NAME: _____

ENGINEER-OF-RECORD

As a registered engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the required water and sanitary sewer improvements for _____, based on field reviews under my responsible charge, have been constructed in substantial accordance with the approved construction plans and the Subdivision and Development Regulation of the Village of Wellington, Florida, in effect on the date of plan approval.

Attached, as itemized below, are: Copies of measurements and tests made on the work and materials during the progress of construction and a "Record Drawing" copy of each of the construction plans on a high quality, time-stable, reproducible Mylar, showing the original design in comparison to the actual finished work with all material deviations noted thereon.

In my professional opinion, the deviations noted will not impair the intended functioning of the constructed improvement. Attachments to this completion statement are as follows:

- 1.) Density, test by: _____
- 2.) Record Drawing Information by: _____

By: _____
Engineer's Name & Title

Date: _____

EXHIBIT "_____"

**FINAL COST ESTIMATE FOR
WATER AND SANITARY IMPROVEMENTS**

DATE: _____
PROJECT NAME: _____

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
-------------	----------	------	------------	------

WATER SYSTEM				
--------------	--	--	--	--

SUBTOTAL

SEWER SYSTEM				
--------------	--	--	--	--

SUBTOTAL

SUMMARY OF COSTS

WATER SYSTEM
SEWER SYSTEM
SUBTOTAL

CONTINGENCY
ENGINEERING & SURVEYING
FEE
TOTAL

SIGNATURE & SEAL

DATE

(Document generated by Engineer-of-Record)

WARRANTY

Date: _____

TO: Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

PROJECT NAME: _____

WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS

To Whom It May Concern:

_____, a _____ corporation, hereby warrants the water distribution and wastewater collection system for the project known as "_____", as recorded in Plat Book _____, Pages _____, Public Records of Palm Beach County, given to the Village of Wellington/Acme Improvement District, against defective materials or workmanship to the extent required by the policy established by Acme Improvement District as of the date hereof, as follows:

_____, a _____ corporation, agrees to be responsible for the repair of any defect in materials or workmanship for _____ water distribution and wastewater collection systems as described in Exhibit "_____" attached hereto and made a part hereof, and agrees to cause any of said repairs to be made upon proper notification provided such notification is received by _____ on or before _____, 20____, after which date this warranty shall terminate and be of no further force and effect.

Sincerely yours,

BY: _____
Name & Title: _____
Company: _____
Address: _____
City, State, Zip: _____

MAINTENANCE SURETY BOND
For

BOND # _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety are held and firmly bound into the Acme Improvement District / Village of Wellington, Florida as Oblige, in the penal sum of (\$ _____) to which payment will and truly be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into an Agreement pertaining to the Installation of Required Water and Sewer Improvements with the Village of Wellington dated _____ and

WHEREAS, said Agreement provides that the Principal will furnish a bond covering the guarantee obligations for the period of one year after the acceptance by Village of the project; and

WHEREAS, the said Agreement has been completed, and performance accepted, on the _____ day of _____, 20____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the principal fails at any time during and up to the _____ day of _____, to cure all defects in workmanship or materials in the said work, pay all costs and expenses in connection therefore, and reimburse the Village for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the Village sustained because of a default by Principal under the said Agreement or guarantee, then the Surety shall undertake to do same immediately or, instead, shall pay to the Village, when requested in writing by the Village, a sum designated by the Utility Director to be sufficient for the Village to undertake to cure such defects (such sum to include the cost of a competitively bid contract to cure such defects, and the Village's administrative and consultative costs in preparing, and advertising for, such Contract), pay such expenses, or reimburse the Village for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the Village sustained because of a default by Principal under the said Agreement or guarantee. This bond shall remain in effect until released in writing by the Utility Director.

The liability of the Surety shall at no time exceed the penal sum of the bond, and shall not be construed as being annually cumulative.

SIGNED, SEALED, AND DATED: _____

Principal: _____

Surety: _____

By: _____

By: _____

Date: _____

Countersigned by: _____

HOLD HARMLESS / PERPETUAL MAINTENANCE AGREEMENT

TO: Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

SUBJECT: _____
Parcel ID

Address

Address

In consideration of the Acme Improvement District / Village of Wellington ("Village") permitting the construction of _____ (*Description of Improvement*) within the Easement/Right-of-Way areas within or abutting the subject property, the Property Owner, hereby accepts, and affirms the following:

_____ (*Property Owner*) shall hold the Village harmless for any and all damages to the _____ (*Description of Improvement*) as the result of construction or repairs the Village may perform within the said Easement/Right-of-Way area. Further, the undersigned agrees to repair or replace the _____ (*Description of Improvement*) as directed by the Village and at the expense of the undersigned.

Accepted and acknowledged the date: ____/____/____ by: _____
(*Property Owner*)

Signature: _____ Title: _____ Date: _____

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

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

Notary Public, State of _____

1. RECORD INFORMATION

The following requirements must be submitted before any project will be fully released into operation. If a project requires phasing, additional submittals will be required as necessary. It is recommended to submit a 24"x36" preliminary copy of the "as-builts" for review and comment prior to preparing the final "as-builts" package submittal. When submitting the final package, include the preliminary comments to ensure previously addressed items have been completed. "As-built" prints must be signed and sealed by the Engineer of Record or a Professional Land Surveyor. A "Third Party Disclaimer" will not be accepted, i.e. the data shall be collected by the same party who is preparing the "as-builts". "As-builts" signed and sealed by a Land Surveyor must comply with applicable Florida Statutes. The approved design plan sheets must be used for the "as-built" presentation. The final package of hard copy and electronic data shall be as follows:

1. 2 sets of 24"x36" paper copy – signed and sealed
2. 2 sets of 11"x17" paper copy – signed and sealed
3. 2 sets of 8 ½" x 11" paper copy – signed and sealed and marked as Exhibit "A"
4. 4 sets of 11"x17" laminated (0.003 mil) – does not need to be signed and sealed
5. CD/DVD containing the following:

AutoCad files shall be in 2013 format or later, in NAD 1983 state plane coordinates, Florida East Zone, US Feet. Vertical datum shall be NGVD 1929 or NAVD 1988? Provide one (1) cadd file named "Final Utilities".dwg, all entities to be bylayer, accurately layer named and showing all utility related improvements, (watermains, valves, fire hydrants, fittings, service tap locations and meter locations, sample points, air release valves, all double strap tapping saddles used for jumpers or vents as required for filling/flushing/testing, gravity mains, force mains, manholes, laterals, cleanouts, force mains, lift stations, grease traps or sand/oil separators, limits of all joint restraints, or thrust blocks/dead men if used, etc.). The "Final Utilities".dwg shall also include Right of way and property lines.

Provide all plan/profile sheets and any special utility details and/or cross sections. Standard V.O.W. utility detail sheets are not required. Provide the overall utility map or legend sheet. Each sheet shall be a separate file named that sheet number. All external reference files shall be bound into each sheet as required. All items identified as "as-built" shall have a northing and easting. If a baseline station was used for project control, do not add record stationing for the "as-builts" to that original stationing. Stationing required for the "as-builts" shall be completely independent from the original baseline. At the project beginning, identify that point as Sta. 0+00. At the next fitting or manhole along the watermain, force main or gravity alignment, identify the stationing at that point and then start again at sta. 0+00 from there and proceed throughout the project in that format. See attached for example. Top of pipe elevations shall be shown at all fittings and valves and along the pipe at 100' intervals max. Provide crossing data at ALL pipe crossings. Do not show top of nut elevation on gate valves.

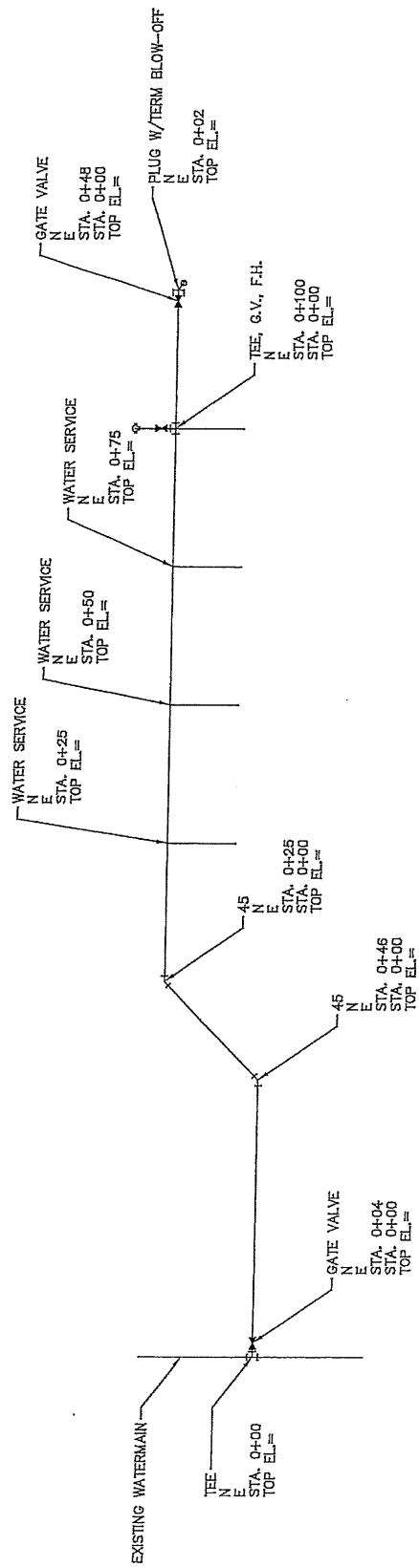
For an on-site distribution plan, the design alignment is to be deleted, leaving only the as-built alignment on the plan. For any transmission main located within a right-of-way, the original design alignment may remain, appearing together with the bolder "as-built" alignment.

If any aerials or photos were required on the plan or detail sheets, provide them in folders on the disk and label accordingly. Provide a set of 24"x36" PDF's on the disk. Provide all field reports and site photos in folders labeled accordingly. Provide fire flow tests, and all testing reports (bacteriological reports, pressure tests, lamping report, mandrel report, densities, etc.) in folders labeled accordingly. Provide the lift station start up report and three (3) lift station operation and maintenance manuals if applicable.

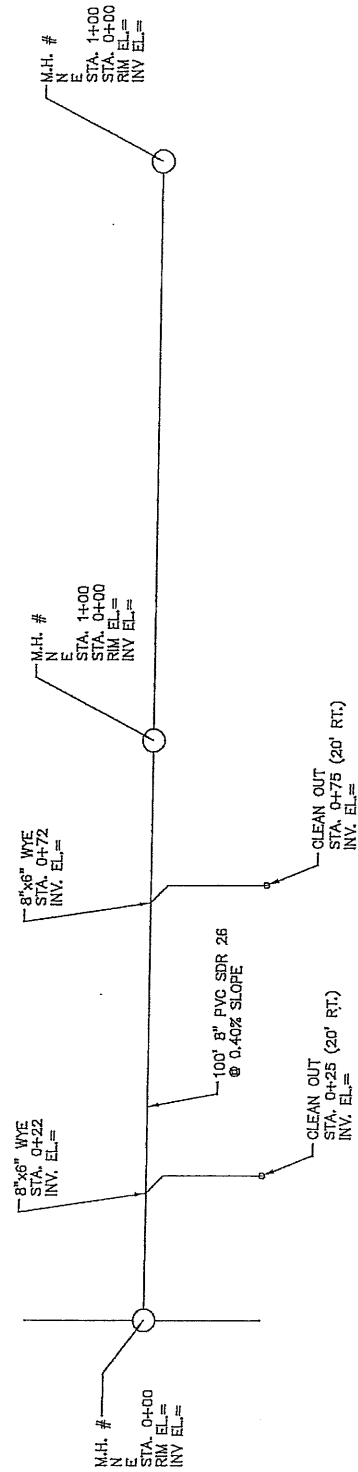
Clearly label and dimension any root barrier installed.

Provide a copy of the final plat with all utility easements clearly dimensioned and labeled. Provide separate sketch and legals if required. Applicable utility easements shall be identified on record drawings with ORB/Plat Book/Page.

For projects with utility related right-of-way permits (FDOT, PBC Roadway, etc.) an acknowledgement of completion from the permitting Agency shall be submitted to the Department prior to the first service initiation.



EXAMPLE - PRESSURE PIPE LABELING



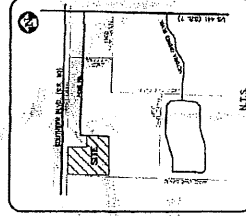
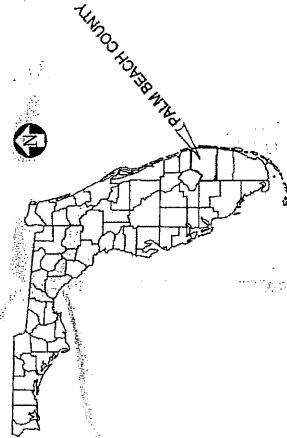
EXAMPLE - GRAVITY MAIN LABELING

WATER AND SEWER DRAWINGS FOR VILLAGE ROYALE - PHASE I NORTH OCTOBER 2015

PREPARED FOR:
RELATED GROUP

DRAWING INDEX:

- 1 COVER SHEET
- 2-4 WATER AND SEWER PLAN
- 5-6 PROFILES
- 7-10 WATER AND SEWER DETAILS



LOCATION MAP
N.T.S.

VILLAGE OF WELLINGTON
16-0100023
UNRECORDED COPY

COMMITMENTS:

- 1) Final work shall consist of:
 - a. Water, Utility, Sewerage
 - b. Water, Sewerage, etc. to be installed
 - c. Plans to be submitted to Village of Wellington
- 2) Village of Wellington shall be responsible for the installation of the water, sewerage, etc. to be installed.
- 3) Residents shall be responsible for the installation of the water, sewerage, etc. to be installed.



REVIEWED

DATE: 10/1/15

Know what's below.
Call before you dig.



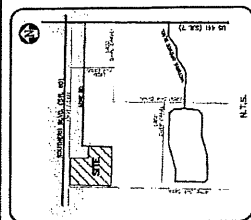
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FORM OR BY ANY MEANS, ELECTRONIC OR
MECHANICAL, WITHOUT PERMISSION IN
WRITING FROM RELATED GROUP, INC.

engenuity
A Division of Southwestern
Engineering Group, Inc.
10000 W. 11th Avenue, Suite 100
Denver, CO 80202
303.755.1100
www.engenuityinc.com

DATE	OCTOBER 2015	<div>NO. IN SELECT</div> <div>1</div> <div>10</div>	JOB NO. 14124.02
CRAMA	ACS		
PROJECT ENGINEER	ACS		
PROJECT MANAGER	ACS		
DECKED			

WEST PALM BEACH CANAL (C-51)

MATCHLINE (SEE SHEET 3)



LOCATION MAP



GRAPHIC SCALE

SCALE: 1"=40'

STORM MARSH

FINE HYDRANT

CONCRETE

WATER MOTOR

THE
WALL

HANDICAPPED PARKING

READING BOX

PAGE

PAGE TOTAL

TABLE THREE

CONJUGATE

BACKFLOW PREVENTER

2. **JOHN. A.**

ESTIM

of 30° or cover

4476

AT SERVICE WITH
HIGHER GRADE, WITH

1000

1171

Abstract

Abstract

[illegible]

SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH
ROYAL PALM BEACH, FLORIDA
WATER AND SEWER PLAN

[illegible]

DATE	JULY 17, 2019
TRAIN	ACS
PROJECT	ACS
ENGINEER	ACS
PROJECT	ACS
MANAGER	ACS
0-2-20	2
10	10
JOB NO. 14124.02	

[illegible]



LEGEND:

MEASURED ELEV.	SANITARY MANHOLE	STORM MANHOLE	CLEANOUT	PIPE INTRUSANT	CHIMNEY LINE	POLE	CONDUIT	GATE VALVE	WATER METER	"GAS" OUGH	STREET LIGHT	"TREE	DOY "WRE	UNIDENTIFIED PARTIAL	WALKWAY	ELECTRIC BOX	UTILITY POLE	FENCE	PALM TREE	ROYAL PALM	SUMMIT PALM	ARCSA CLUSTER	CONCRETE	OR	VALVE	RE BACKFLOW PREVENTION	CONCRETE CONCRECTION	POLE POLE (DIP)	"C	VALVE
----------------	------------------	---------------	----------	----------------	--------------	------	---------	------------	-------------	------------	--------------	-------	----------	----------------------	---------	--------------	--------------	-------	-----------	------------	-------------	---------------	----------	----	-------	------------------------	----------------------	-----------------	----	-------

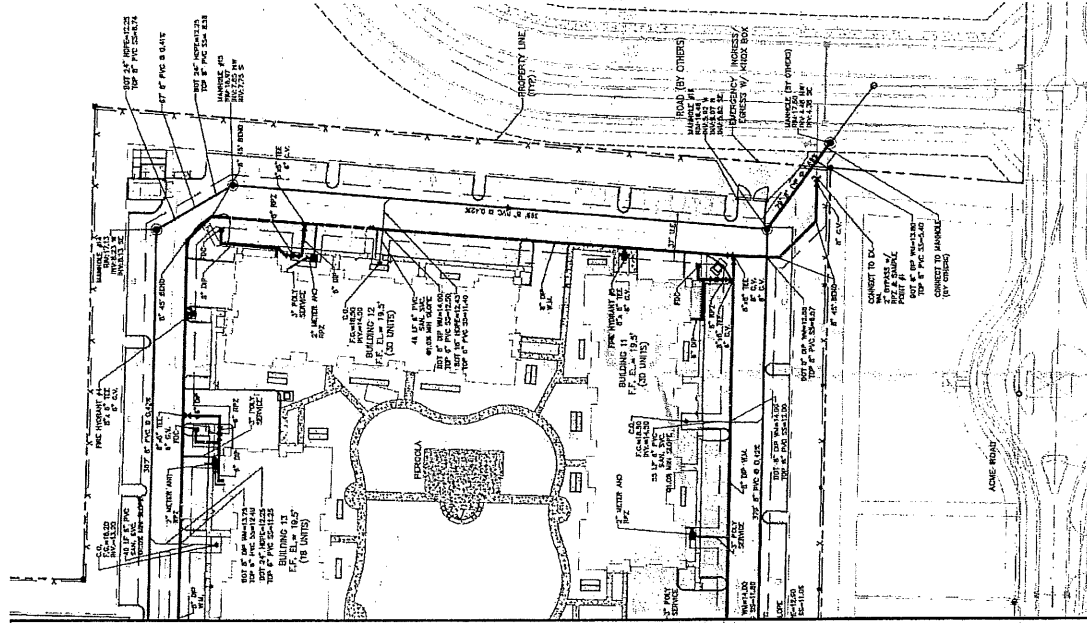
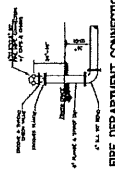
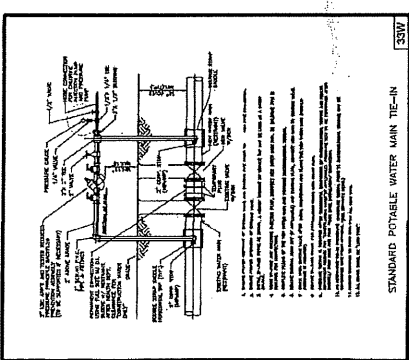
GENERAL NOTES:

1. WATER SERVICE LINES SHALL BE MINIMUM 3" POLYETHYLENE (PE) TUBING.
2. WATER MAIN TO HAVE A MINIMUM OF 30" OF COVER AND A MINIMUM OF 48" OF COMED.
3. ALL WATER METERS SHALL HAVE IPFPA.
4. ALL WATER METERS SHALL BE DRY.
5. MAXIMUM DEPTH AT SERVICE WYE (CLEANOUT) IS 3' FEET FROM FINISHED GRADE (F.G.) SECTION 2.4.4 (CLEANOUT SHALL BE MINIMUM 30" AT SERVICE WYE). MAXIMUM DEPTH AT SERVICE WYE (CLEANOUT) IS 3' FEET FROM FINISHED GRADE, WHEN ON THE SAME SIDE OF THE ROAD AS THE WATER MAIN.

VILLAGE OF WELLINGTON
15 - 0100029
CERTIFIED COPY

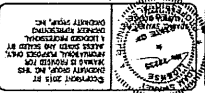
71746

PEAMH SET

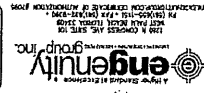


MATCHLINE (SEE SHEET 3)

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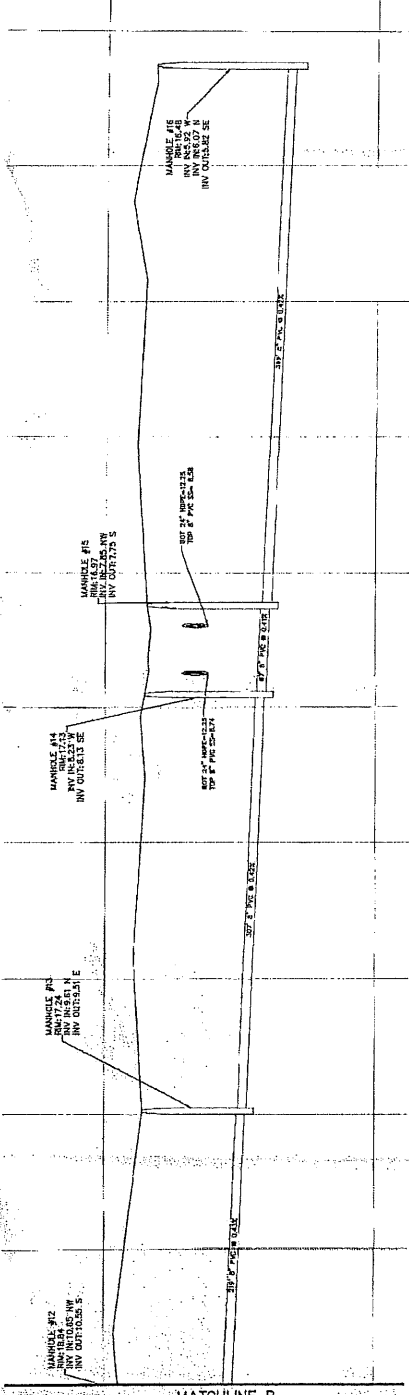
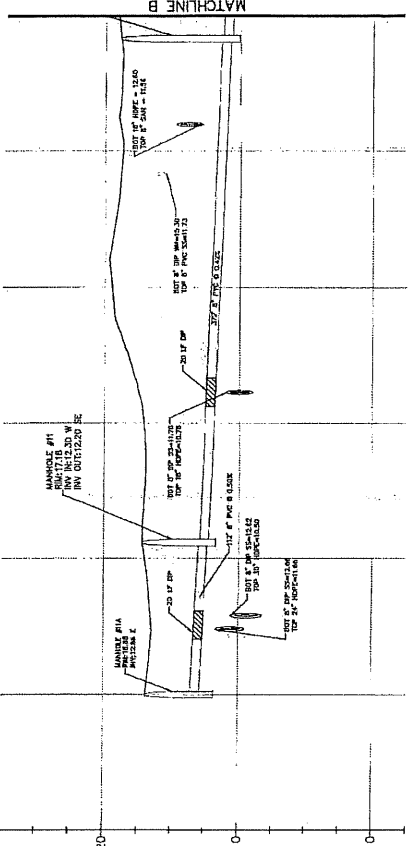
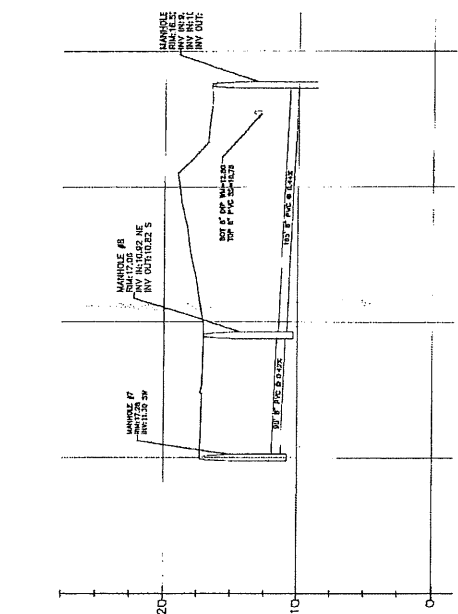


SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH
PROFILES
ROYAL PALM BEACH, FLORIDA

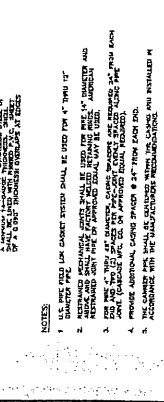
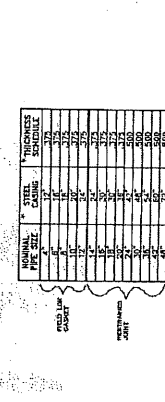
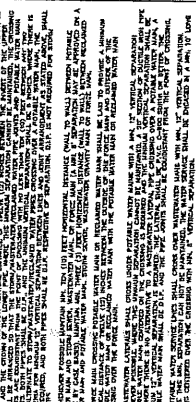
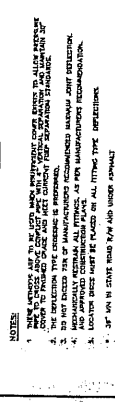
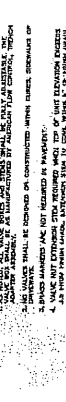
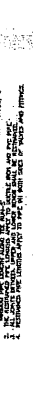


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PROJECT	ACS
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OF	10

16-0100029
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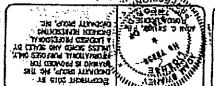
SECTION	PAGE NO.
LOCAL 2505	PAVEMENT REPLACEMENT DETAILS
V.O.W. CONSTRUCTION STANDARDS & DETAILS	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> 100% LOCAL CEMENT PORTLAND CEMENT </div> <i>Plumtree 505</i>	

DATE	JANUARY 2015
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PROJECT	A/C'S
WARRANTY	A/C'S
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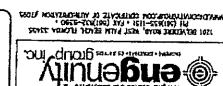
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14124.02

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NO.	DATE	REVISIONS
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9	01/11/2017	REVISED PER COMMENTS
10	01/11/2017	REVISED PER COMMENTS



SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH ROYAL PALM BEACH, FLORIDA WATER AND SEWER DETAILS



NO.	DATE	REVISIONS
1	01/11/2017	ISSUED FOR PERMIT
2	01/11/2017	REVISED PER COMMENTS
3	01/11/2017	REVISED PER COMMENTS
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5	01/11/2017	REVISED PER COMMENTS
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8	01/11/2017	REVISED PER COMMENTS
9	01/11/2017	REVISED PER COMMENTS
10	01/11/2017	REVISED PER COMMENTS

V.O.W. CONSTRUCTION STANDARDS & DETAILS

REVISION: 01/11/2017

DATE: 01/11/2017

BY: [Signature]

V.O.W. CONSTRUCTION STANDARDS & DETAILS

REVISION: 01/11/2017

DATE: 01/11/2017

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V.O.W. CONSTRUCTION STANDARDS & DETAILS

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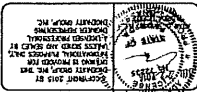
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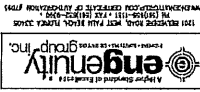
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SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH
ROYAL PALM BEACH, FLORIDA
WATER AND SEWER DETAILS



DATE	10/10/18
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CHECKED	10
DESIGNED	10
APPROVED	10
DATE	10/10/18
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NOTES:

- SEE DETAIL FOR SINK, TUB, OR SHOWER FOR SINK, TUB, OR SHOWER.
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VILLAGE OF WELLINGTON
 16-010002
 CERTIFIED COPY
 10/10/18

Village Royale - Phase I North Preliminary Cost Estimate

Engenuity Project No. 14124.02

	Description	Unit	Quantity	Unit Cost	Total
Water Distribution System					
1	8" Gate Valve	EA	11	\$ 1,500.00	\$ 16,500.00
2	6" Gate Valve	EA	29	\$ 1,200.00	\$ 34,800.00
3	8" PVC WM (including fittings)	LF	0	\$ 35.00	\$ -
4	8" DIP WM (including fittings)	LF	4715	\$ 45.00	\$ 212,175.00
5	6" DIP WM (including fittings)	LF	1718	\$ 25.00	\$ 42,950.00
6	Hydrant	EA	10	\$ 1,500.00	\$ 15,000.00
7	6" RPZ	EA	15	\$ 4,000.00	\$ 60,000.00
8	FDC	EA	15	\$ 500.00	\$ 7,500.00
9	2" Meter	EA	15	\$ 500.00	\$ 7,500.00
10	2" RPZ	EA	15	\$ 500.00	\$ 7,500.00
11	1-1/2" Meter	EA	1	\$ 500.00	\$ 500.00
12	3" Poly Water Service (including fittings)	LF	740	\$ 15.00	\$ 11,100.00
13	Connection to Existing	EA	2	\$ 500.00	\$ 1,000.00
14	18" Steel Casing	LF	75	\$ 40.00	\$ 3,000.00
				SUBTOTAL	\$ 419,525.00
Waste Water Collection System					
1	8" PVC Gravity Main	LF	3802	\$ 40.00	\$ 152,080.00
2	8" DIP Gravity Main	LF	160	\$ 50.00	\$ 8,000.00
3	6" Sanitary Service	EA	1250	\$ 12.00	\$ 15,000.00
4	Sanitary Manhole	EA	17	\$ 4,000.00	\$ 68,000.00
5	Cleanout	EA	27	\$ 500.00	\$ 13,500.00
				SUBTOTAL	\$ 256,580.00
				TOTAL	\$ 676,105.00
	Engineering & Survey (5%)	EA	1	\$ 33,805.25	\$ 33,805.25
				GRAND TOTAL	\$ 709,910.25

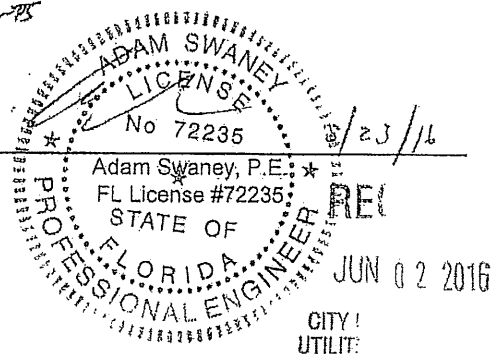
NOTE: THIS ENGINEERS' OPINION OF COST IS FOR PRELIMINARY FEASIBILITY AND BUDGET PURPOSES ONLY. IT IS NOT BASED ON A COMPLETED SET OF APPROVED PLANS.

No Further Comments

APPROVED

WDR

6/6/16



Engenuity Group Inc.
1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151
CA#7095

Application Number 16-00100029 Date 8/01/16
 Property Address 10911 ACME RD
 Parcel Number: 00-41-43-36-00-000-702-0
 Tenant nbr, name CEC VILLAGE ROYALE NORTH
 Application type description ENGINEERING
 Subdivision Name
 Application valuation 0

Owner Contractor
 RD ROYAL PALM BEACH LLC THE VILLAGE OF WELLINGTON ENGINEERING FIRM (TEMP)
 315 S BISCAYNE BLVD BUSINESS NOT IN V.O.W.
 MIAMI FL 33131 NOT IN WELLINGTON FL 00000
 (305) 533-0002

--- Structure Information 000 000 VILLAGE ROYALE NORTH

Permit ENGINEERING PERMIT
 Additional desc . . VILLAGE ROYALE NORTH
 Phone Access Code . 3495322
 Issue Date 8/01/16 Valuation 0
 Expiration Date . .

**Expiration Date:
May 1, 2018**

BUILDING							
SLAB	BEAM/COL	2ND BEAM	TRUSS ENG	WALL SHEATHING	ROOF SHEATHING	ROOF METAL	IN-PROGRESS
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
FRAMING	INSULATION	LATH	DRYWALL	POOL STEEL	POOL DECK	FOOTER	2ND SLAB
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
DRIVEWAY	PATIO/FTW	SIDEWALK	WINDOW BUCK	PPT	CEILING GRID	ROOF FINAL	FINAL
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
POOL BARRIER	WASH STALL FINAL	WATER METER BL	WATER METER UT	CONST, TRAILER	EROSION CONT.		
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
ELECTRICAL		PLUMBING		ENG/UTIL	MECH	GAS	FIRE
TEMP. POLE	UNDERGROUND	UNDERGROUND	ROUGH	CANAL/LK BANK	UNDERGROUND	UNDERGROUND	FRAMING
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
ROUGH	EFPR	WATER	SEWER	UTILITY WATER	ROUGH	ROUGH	PRESSURE TEST
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
LIGHT NICHE	FINAL	SEWER TAP	FINAL	FINAL	FINAL	FINAL	FINAL
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
LV ROUGH	LV FINAL			ENG. ROUGH			
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, IT IS AGREED THAT IN ALL RESPECTS THE WORK WILL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND THE APPLICABLE CODES FOR THE VILLAGE OF WELLINGTON, FL. THIS PERMIT MAY BE REVOKED AT ANY TIME UPON THE VIOLATION OF ANY OF THE PROVISIONS OF SAID LAWS, ORDINANCES OR RULES AND REGULATIONS OR UPON ANY CHANGE IN THE PLANS AND SPECIFICATIONS UNAUTHORIZED BY THIS DEPARTMENT. PERMIT VOID IF WORK IS NOT COMMENCED WITHIN 6 MONTHS FROM DATE OF ISSUE, OR IF WORK IS SUSPENDED OR ABANDONED FOR 6 MONTHS. PERMIT VALID FOR MAXIMUM OF 2 YEARS

NOTE: Applicant or Contractor is required to request Inspections in a Timely Manner

PERMIT TO BE POSTED ON JOB SITE

SEE REVERSE SIDE FOR COMMENTS

NO REFUNDS ON PERMIT FEES \$100.00 OR LESS, NO REFUND AFTER 180 DAYS

12300 Forest Hill Blvd., Wellington FL 33414

Ph # (561) 753-2430 * Fax # (561) 791-4045

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

TIME LIMITATIONS

THIS PERMIT IS VOID IF THE WORK AUTHORIZED IS NOT PARTIALLY APPROVED UPON INSPECTION WITHIN 6 MONTHS FROM THE DATE IT WAS ISSUED OR IF AT ANY TIME MORE THAN 6 MONTHS LAPSE BETWEEN PASSED INSPECTIONS. THE MAXIMUM TIME TO COMPLETE THE WORK AUTHORIZED BY THIS PERMIT SHALL BE LIMITED TO TWO YEARS.

RESTRICTIONS

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY SUCH AS THE REQUIREMENT FOR HOME OR PROPERTY OWNERS ASSOCIATION APPROVAL AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES OR FEDERAL AGENCIES.

SCHEDULE INSPECTIONS: 561-753-2418 or www.wellingtonfl.gov

BUILDING

126 Window Buck
127 Firestopping
130 Ceiling
140 Column
160 Drywall Screw
180 Firewall First Layer
181 Firewall Second Layer
190 Footer/Foundation
195 Concrete/Masonry Wall
200 Framing
210 Insulation
220 Lath
260 Roof Sheathing
290 Slab
291 Patio Slab/Flatwork
292 Second Floor Slab/Deck
294 Third Floor Slab/Deck
300 Structural Steel
310 Tie Beam
311 Tie Beam Second Lift
312 Tie Beam Third Lift
314 Tie Beam Fourth Lift
320 Trailer Tie Down
330 Truss/Engineering
350 Wall Sheathing
987 Building Final

PLUMBING

720 Rough In
730 Ceiling Rough
740 Sewer Line
750 Underslab
760 Water Service
770 Sewer Tap
901 Plumbing Final

SWIMMING POOL

490 Electric Light Niche with Bonding
705 Pool Barrier
810 Pool/Deck
820 Pool/Spa Pressure Test
830 Pool Steel/Bond Main
987 Pool Final

ROOF

260 Roof Sheathing
240 Metal
250 In Progress
981 Roof Final

ENGINEERING/LANDSCAPING

921 Engineering Final
151 Swale
152 Canal /Lake Bank
153 Fence Post Hole
170 Driveway/Sidewalk
987 Building Final

LOW VOLTAGE

425 Ceiling (Rough)
435 Wall Rough
905 Low Voltage Final

ELECTRICAL

415 Early Power Release
420 Ceiling Rough
440 Rough In
450 Service Change
460 Underground
470 Wall Rough
480 Temporary Power Pole
904 Electrical Final

UTILITIES

725 Back Flow Preventer
744 Interceptor Underground
906 Interceptor Final
755 Utility Water Meter

MECHANICAL

620 Underslab
630 Ceiling Rough
640 Rough In
903 Mechanical Final

GAS

530 Gas Rough
540 Underground
902 Gas Final

EXHIBIT “B-5”

OFF SITE UTILITY FACILITIES
WELLINGTON UTILITY PERMIT
UMJR 100030

ATTACHED

**Village of Wellington
Utility Department Major Construction Permit**

Application/Permit No: UMJR 100030

Permittee: TLH 20 Hughes LLC

Agent: Engenuity Group, Inc.

Project: Village Royale Phase I Infrastructure

Preliminary Cost Estimate Date: 1,322,523.30

Plan Approval Date: 10/02/2017

Issue Date: 12/06/2017 [See Specific Permit Conditions on page 4]

Expiration Date: 9/05/2019

In consideration of the granting of this Permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted plans and the applicable codes for the Village of Wellington. This Permit may be revoked at any time upon the violation of any of the Permit Conditions, law, ordinances, rules or regulations or upon any change in the plans and specifications unauthorized by the Village of Wellington Utility Department.

General Permit Conditions

1. By issuance of this Permit, Permittee is authorized to commence construction provided Permittee is in full compliance with all of the Permit Conditions at the time of issuance.
2. Permittee agrees to comply with all applicable Federal, State, County and Municipal regulations pertaining to the construction of the improvements included in approved plans.
3. All water and sewer construction and testing shall be in accordance with the Village of Wellington Design Standards Manual, current version. Issuance of this permit does not grant relief to the permittee from complying with the standards manual due to errors or omissions of the approved construction drawings.
4. All water and sewer components shall be in accordance with the Village of Wellington Utility Department's Approved Products List.

5. The Permittee shall facilitate the design, installation, inspection, and testing of the water and wastewater systems permitted under this Permit.
6. Upon completion of construction, Permittee's Engineer of Record, shall submit to the Utility Department all proper documentation as described in this Permit.
7. Permittee shall, at its expense, retain the services of the Engineer of Record for the purpose of providing necessary observation of the construction to ensure that it is in compliance with the approved plans and specifications.
8. Construction may not commence until all permits have been approved by the appropriate regulatory agencies prior to commencement of construction. Permittee shall submit copies of all issued permits prior to commencement of construction.
9. Permittee shall provide the Utility Department with two (2) copies, along with one (1) electronic version, of the final engineering plans and specifications signed and sealed by the Engineer of Record, along with a copy of the final estimate of quantities covering all contract items that are to be dedicated to the Village.
10. Permittee will arrange a pre-construction meeting to be attended by the Village of Wellington Utility representatives, the contractor, subcontractors and the Engineer of Record. Meeting shall be conducted by the Engineer of Record. Such meeting shall be held at least five (5) working days prior to the anticipated start of any and all phases of construction. Permittee shall contact the Utility Department at 561-791-4145 to coordinate a meeting date and time.
11. Permittee will notify the Utility Department before commencement of construction and when inspections are required. Notification shall be made electronically and shall be received by the Utility Department at least forty-eight (48) hours in advance of the time construction is to commence or inspections are requested.
12. If the Utility Department fails to be present after such inspection is requested by the Permittee, the Permittee may backfill or cover the construction without the Utility Department's approval and the Utility shall accept the construction as to matters which could have been discovered by such inspection. However, this will not release the Engineer of Record from taking pictures, inspecting and certifying that the construction was in accordance with the approved plans and specifications and all applicable standards and permits. All pictures and inspection reports shall be provided to the Utility Department on a monthly basis.
13. The Utility Department will also conduct independent inspections which may result in the rejection of any portions of the work under this period. The Utility Department will notify the Engineer of Record directly concerning defective work. The Utility Department will not direct the contractor at any time.

14. Should situations arise in the field which require changes to the approved plans, the Utility Department shall be notified immediately. The Utility Department will determine if such changes require a permit modification or if the changes can be addressed in the final as-built drawings. The Engineer of Record will be responsible to resubmit any changes to applicable permitting agencies as may be required. Construction of the proposed modifications shall not commence until said determination has been made by the Utility Department.
15. Permittee shall provide a Bill of Sale as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 1, for Water and Sewer Only, current version.
16. Permittee shall provide an Affidavit as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 2, for Water and Sewer Only, current version.
17. Permittee shall provide a Legal Description of the property as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 3, for Water and Sewer Only, current version.
18. Permittee shall provide a Grant of Easement as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 4, for Water and Sewer Only, current version.
19. Permittee shall provide a Consent and Joinder as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 5, for Water and Sewer Only, current version.
20. Permittee shall provide an Engineer's Certification as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 6, for Water and Sewer Only, current version.
21. Permittee shall provide a Final Cost Estimate for Water and Sanitary Improvements as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 7, for Water and Sewer Only, current version.
22. Permittee shall provide a Warranty as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 8, for Water and Sewer Only, current version.
23. Permittee agrees to warrant and/or guaranty all utility facilities being dedicated to the Village against faulty workmanship and defective materials for a period of one (1) year from the date of acceptance by the Utility Department. Such warranty shall be in the form of a Maintenance Surety Bond in the form attached as Document 8a. Maintenance Bond from an acceptable surety company or letter of credit from any United States or State banking institution with an office in Florida as security for the guarantee of maintenance for twelve (12) months following acceptance by the Village as follows: The bond or letter of credit shall be for 25% of the cost of improvements.

24. Permittee shall provide a Hold Harmless/Perpetual Maintenance Agreement, if applicable, as outlined in the attached Village of Wellington Developer Contributed Asset Documents, Document 9, for Water and Sewer Only, current version.
25. Permittee shall provide “as built” record drawings as outlined in the attached Village of Wellington Developer Contributed Asset (DCA) Documents, Document 10, for Water and Sewer Only, current version.
26. All Village of Wellington Developer Contributed Asset Documents for Water and Sewer only are required to be submitted for review and acceptance with the Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation, DEP Form 62-555.900 current version. FDEP forms will not be processed until all Developer Contributed Assets Documents are accepted by the Utility Department.
27. By issuance of the Permit, Permittee acknowledges that all properties within which water and/or wastewater facilities to be constructed are free of soil and ground water contamination.
28. Permittee understands that the Utility Department will withhold service until all required items for release are received and approved by the Utility Department and where required, the Village Council.
29. All Requests for service, including construction meters and permanent meter sets, will be in accordance with The Village of Wellington’s Customer Service Water and Wastewater Policies and Procedures Manual, current version.
30. Permittee shall retain a copy of this permit and a copy of the approved plans on the job site at all times.
31. Modifications to plans prior to commencement of construction will require a Permit Modification.
32. Permit extensions shall be requested in writing to the Utility Director and include a copy of the original Permit.

Specific Permit Conditions

33. As of the date of permit issuance, the electrical shop drawings for the lift station electrical components are not approved. Construction is not permitted to commence on the lift station until these shop drawings have been approved.

BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____,
a corporation of _____ County, Florida, party of the first part, for and in consideration of the
sum of Ten and No/100 (\$10.00) lawful money of the United States, to it paid by the VILLAGE OF
WELLINGTON, a municipal corporation and ACME IMPROVEMENT DISTRICT, a political subdivision of
the State of Florida, 12300 Forest Hill Boulevard, Wellington, Palm Beach County, Florida 33414, party of
the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred
and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of
the second party, its executors, administrators and assigns, the following goods and chattels:

Water distribution and sewage collection system consisting of those components set forth
within "_____", as described in the attached Exhibit
"_____", hereto; all as is and located within the property described as: SEE EXHIBIT
"_____" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors,
administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second
part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are
free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and
defend the sale of the said property, goods and chattels hereby made, unto the said party of the second
part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of
_____, 20_____.

Signed, sealed and delivered
in the presence of: _____

WITNESSES:

Signature

Print Name

Name:

Title:

(Corporate Seal)

Signature

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____ of _____, a
_____ (state) corporation. He/She is ☐ personally known to me or ☐ has produced
_____ as identification.

Notary Public State of _____

(Stamp)

Print Name – Notary

AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

Personally appeared before me, the undersigned authority _____
who being by first duly sworn, on oath, deposes and says:

1. That _____ is the _____ of
_____, a _____ corporation.
2. That _____, is the Land Developer of that project
known as "_____" as described in the attached Exhibit
"_____" or as recorded in the Plat Book _____, Pages _____, Public Records of Palm
Beach County.
3. To the best of Affiant's knowledge and belief all labor and materials furnished and used in
connection with the construction of the water supply and sewage disposal facilities
described in Exhibit "_____" attached hereto and made a part hereof, which were installed
within the "dedicated roadways" and "utility easements" depicted on the construction plans
for the Project's water supply and sewage disposal facilities, have been paid for in full and
that there are no unpaid bills for labor performed or materials furnished as to said
construction.
4. That Affiant, to the best of his/her knowledge and belief, does not know of any person, firm
or corporation who has or claims to have any lien for said labor performed or materials
furnished.
5. Affiant makes this Affidavit to induce the VILLAGE OF WELLINGTON / ACME
IMPROVEMENT DISTRICT to accept a Bill of Sale for said water supply and sewage
disposal facilities.

AFFIANT FURTHER SAITH NAUGHT.

Developer's Name: _____

Title: _____

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

(Stamp)

Notary Public State of _____

Print Name - Notary _____

LEGAL DESCRIPTION

Lots _____ of Development _____ of the Plat of _____ according to the plat thereof as recorded in Plat Book _____, Pages _____ through _____, of the Public Records of Palm Beach County, Florida.

**GRANT OF EASEMENT
For**

Project Name

THIS EASEMENT, executed this _____ day of _____, 20____,
by _____ with
offices at _____,
(hereinafter referred to as the "GRANTOR"), the VILLAGE OF WELLINGTON, a municipal
corporation, and the ACME IMPROVEMENT DISTRICT, a dependent special district thereof,
having their principal place of business at 12300 Forest Hill Blvd., Wellington, Florida 33414
(hereinafter referred to as "GRANTEE").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, as well as for the undertakings by the GRANTEE as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to GRANTEE an EXCLUSIVE EASEMENT for the purposes of installing and maintaining potable water distribution and/or wastewater/sewage collection systems on, in, over, and under the following described real property attached hereto and incorporated herein as Exhibit "A".

Said EXCLUSIVE EASEMENT shall be used by GRANTEE for access to, and further for use by GRANTEE for the construction, operation, and maintenance of wastewater/sewage collection system, and/or the construction, operation and maintenance of a potable water distribution system, and removal of the equipment, pipes, mains, pumps, lift stations, and machinery from time to time placed on or under said exclusive easement, and to excavate ditches or trenches for the location and placement of such wastewater/sewage collection system, and/or such potable water distribution system as may be necessary for the construction, operation, and maintenance of such system or either system, and any lateral or necessary connection lines, pipes, or mains.

The GRANTOR, its successors and assigns, shall not plant any plants (other than grass) or build any structure in the exclusive easement area unless approved by GRANTEE. The GRANTOR, its successors, and assigns shall be responsible for maintaining all grass and all other permitted plans and structures within the easement without recourse to the GRANTEE.

GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described exclusive easement, and that the same is unencumbered. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

GRANTOR agrees to provide for the execution of a joiner and non-disturbance agreement by any and mortgages or lienors of mortgages or liens encumbering this easement.

This Exclusive Easement shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees.

This Exclusive Easement shall be governed by the laws of the State of Florida as now and hereafter in force.

The venue of any litigation arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has signed and sealed this document on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Signature – Witness 1

Print Name – Witness 1

Signature – Witness 2

Print name – Witness 2

By: _____
Signature

Print Name & Title

(Individual Acknowledgement)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____ as Grantor herein who is personally known to me or have produced _____ as identification.

WITNESS my hand and official seal this ____ day of _____, 20____.

Notary Public
My Commission Expires:

(Corporate Acknowledgement)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared _____ as _____ of _____, a _____ corporation, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification.

WITNESS my hand and official seal this day of _____, 20____.

Notary Public
My Commission Expires:

CONSENT AND JOINDER

The undersigned, being the Mortgagee of the following described property, in Palm Beach County, Florida, to wit:

See Exhibit A attached hereto

Does hereby consent and join in the foregoing Developer Contributed Assets from _____, a _____ corporation ("Grantor") to the Village of Wellington, a municipal corporation and the Acme Improvement District, a dependent special district thereof (collectively, "Grantee") and be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, ____.

Witnesses:

Mortgagee:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared ____ [NAME] ____ and ____ [NAME] ____ to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the ____ [TITLE] ____ and ____ [TITLE] ____, respectively, of ____ [MORTGAGEE] ____ a ____ [TYPE] ____ OF COMPANY], authorized signatory of ____ [NAME OF COMPANY] ____, an ____ [STATE INCORPORATED] ____ corporation, and that the seal affixed to the instrument is the seal of ____ [MORTGAGEE] ____; that the instrument was signed and sealed on behalf of the corporation by ____ [MORTGAGEE] ____, as authorized signatory of ____ [NAME OF COMPANY] ____, by authority of the Board of Directors of ____ [NAME OF COMPANY] ____; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of ____ [MORTGAGEE] ____, as authorized signatories of said corporation, by it and by them voluntarily executed.

Notary Public, State of Florida

My Commission Expires:

ENGINEER'S CERTIFICATION

PROJECT NAME: _____

ENGINEER-OF-RECORD

As a registered engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the required water and sanitary sewer improvements for _____, based on field reviews under my responsible charge, have been constructed in substantial accordance with the approved construction plans and the Subdivision and Development Regulation of the Village of Wellington, Florida, in effect on the date of plan approval.

Attached, as itemized below, are: Copies of measurements and tests made on the work and materials during the progress of construction and a "Record Drawing" copy of each of the construction plans on a high quality, time-stable, reproducible Mylar, showing the original design in comparison to the actual finished work with all material deviations noted thereon.

In my professional opinion, the deviations noted will not impair the intended functioning of the constructed improvement. Attachments to this completion statement are as follows:

- 1.) Density, test by: _____
- 2.) Record Drawing Information by: _____

By: _____
Engineer's Name & Title

Date: _____

EXHIBIT " _____ "

**FINAL COST ESTIMATE FOR
WATER AND SANITARY IMPROVEMENTS**

DATE: _____
PROJECT NAME: _____

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
-------------	----------	------	------------	------

WATER SYSTEM

SUBTOTAL

SEWER SYSTEM

SUBTOTAL

SUMMARY OF COSTS

**WATER SYSTEM
SEWER SYSTEM
SUBTOTAL**

**CONTINGENCY
ENGINEERING & SURVEYING
FEE
TOTAL**

SIGNATURE & SEAL

DATE

(Document generated by Engineer-of-Record)

WARRANTY

Date: _____

TO: Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

PROJECT NAME: _____

WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS

To Whom It May Concern:

_____, a _____ corporation, hereby warrants the water distribution and wastewater collection system for the project known as "_____", as recorded in Plat Book _____, Pages _____, Public Records of Palm Beach County, given to the Village of Wellington/Acme Improvement District, against defective materials or workmanship to the extent required by the policy established by Acme Improvement District as of the date hereof, as follows:

_____, a _____ corporation, agrees to be responsible for the repair of any defect in materials or workmanship for _____ water distribution and wastewater collection systems as described in Exhibit "_____" attached hereto and made a part hereof, and agrees to cause any of said repairs to be made upon proper notification provided such notification is received by _____ on or before _____, 20____, after which date this warranty shall terminate and be of no further force and effect.

Sincerely yours,

BY: _____
Name & Title: _____
Company: _____
Address: _____
City, State, Zip: _____

MAINTENANCE SURETY BOND
For

BOND # _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
Principal, and _____ as Surety are held and firmly bound into the Acme
Improvement District / Village of Wellington, Florida as Obligee, in the penal sum of

(\$ _____) to which payment will and truly be made we do bind ourselves, our and
each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly
by these presents.

WHEREAS, the said Principal entered into an Agreement pertaining to the Installation of
Required Water and Sewer Improvements with the Village of Wellington dated
_____ and

WHEREAS, said Agreement provides that the Principal will furnish a bond covering the
guarantee obligations for the period of one year after the acceptance by Village of the project;
and

WHEREAS, the said Agreement has been completed, and performance accepted, on
the _____ day of _____, 20____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
principal fails at any time during and up to the _____ day of _____, to cure
all defects in workmanship or materials in the said work, pay all costs and expenses in
connection therefore, and reimburse the Village for all losses, damages, expenses, costs and
attorneys' fees, including appellate proceedings, that the Village sustained because of a default
by Principal under the said Agreement or guarantee, then the Surety shall undertake to do same
immediately or, instead, shall pay to the Village, when requested in writing by the Village, a sum
designated by the Utility Director to be sufficient for the Village to undertake to cure such
defects (such sum to include the cost of a competitively bid contract to cure such defects, and
the Village's administrative and consultative costs in preparing, and advertising for, such
Contract), pay such expenses, or reimburse the Village for all losses, damages, expenses,
costs, and attorneys' fees, including appellate proceedings, that the Village sustained because
of a default by Principal under the said Agreement or guarantee. This bond shall remain in
effect until released in writing by the Utility Director.

The liability of the Surety shall at no time exceed the penal sum of the bond, and shall not be
construed as being annually cumulative.

SIGNED, SEALED, AND DATED: _____

Principal: _____

Surety: _____

By: _____

By: _____

Date: _____

Countersigned by: _____

HOLD HARMLESS / PERPETUAL MAINTENANCE AGREEMENT

TO: Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

SUBJECT: _____
Parcel ID

Address

Address

In consideration of the Acme Improvement District / Village of Wellington ("Village") permitting the construction of _____ (*Description of Improvement*) within the Easement/Right-of-Way areas within or abutting the subject property, the Property Owner, hereby accepts, and affirms the following:

_____ (*Property Owner*) shall hold the Village harmless for any and all damages to the _____ (*Description of Improvement*) as the result of construction or repairs the Village may perform within the said Easement/Right-of-Way area. Further, the undersigned agrees to repair or replace the _____ (*Description of Improvement*) as directed by the Village and at the expense of the undersigned.

Accepted and acknowledged the date: ____/____/____ by: _____
(*Property Owner*)

Signature: _____ Title: _____ Date: _____

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

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

Notary Public, State of _____

1. RECORD INFORMATION

The following requirements must be submitted before any project will be fully released into operation. If a project requires phasing, additional submittals will be required as necessary. It is recommended to submit a 24"x36" preliminary copy of the "as-builts" for review and comment prior to preparing the final "as-builts" package submittal. When submitting the final package, include the preliminary comments to ensure previously addressed items have been completed. "As-built" prints must be signed and sealed by the Engineer of Record or a Professional Land Surveyor. A "Third Party Disclaimer" will not be accepted, i.e. the data shall be collected by the same party who is preparing the "as-builts". "As-builts" signed and sealed by a Land Surveyor must comply with applicable Florida Statutes. The approved design plan sheets must be used for the "as-built" presentation. The final package of hard copy and electronic data shall be as follows:

1. 2 sets of 24"x36" paper copy – signed and sealed
2. 2 sets of 11"x17" paper copy – signed and sealed
3. 2 sets of 8 ½" x 11" paper copy – signed and sealed and marked as Exhibit "A"
4. 4 sets of 11"x17" laminated (0.003 mil) – does not need to be signed and sealed
5. CD/DVD containing the following:

AutoCad files shall be in 2013 format or later, in NAD 1983 state plane coordinates, Florida East Zone, US Feet. Vertical datum shall be NGVD 1929 or NAVD 1988? Provide one (1) cadd file named "Final Utilities".dwg, all entities to be bylayer, accurately layer named and showing all utility related improvements, (watermains, valves, fire hydrants, fittings, service tap locations and meter locations, sample points, air release valves, all double strap tapping saddles used for jumpers or vents as required for filling/flushing/testing, gravity mains, force mains, manholes, laterals, cleanouts, force mains, lift stations, grease traps or sand/oil separators, limits of all joint restraints, or thrust blocks/dead men if used, etc.). The "Final Utilities".dwg shall also include Right of way and property lines.

Provide all plan/profile sheets and any special utility details and/or cross sections. Standard V.O.W. utility detail sheets are not required. Provide the overall utility map or legend sheet. Each sheet shall be a separate file named that sheet number. All external reference files shall be bound into each sheet as required. All items identified as "as-built" shall have a northing and easting. If a baseline station was used for project control, do not add record stationing for the "as-builts" to that original stationing. Stationing required for the "as-builts" shall be completely independent from the original baseline. At the project beginning, identify that point as Sta. 0+00. At the next fitting or manhole along the watermain, force main or gravity alignment, identify the stationing at that point and then start again at sta. 0+00 from there and proceed throughout the project in that format. See attached for example. Top of pipe elevations shall be shown at all fittings and valves and along the pipe at 100' intervals max. Provide crossing data at ALL pipe crossings. Do not show top of nut elevation on gate valves.

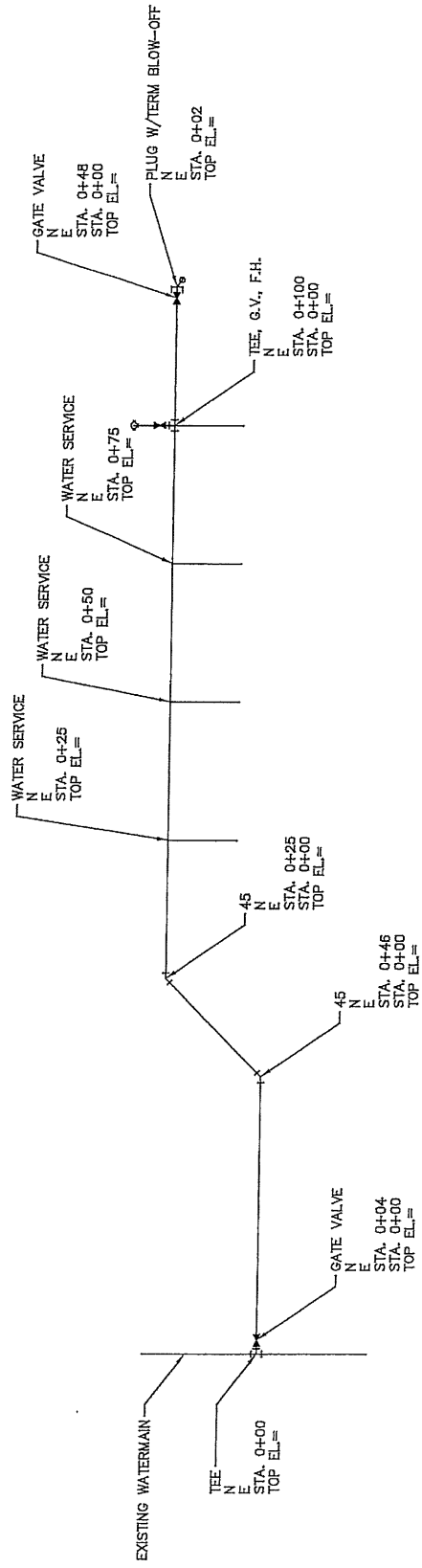
For an on-site distribution plan, the design alignment is to be deleted, leaving only the as-built alignment on the plan. For any transmission main located within a right-of-way, the original design alignment may remain, appearing together with the bolder "as-built" alignment.

If any aerials or photos were required on the plan or detail sheets, provide them in folders on the disk and label accordingly. Provide a set of 24"x36" PDF's on the disk. Provide all field reports and site photos in folders labeled accordingly. Provide fire flow tests, and all testing reports (bacteriological reports, pressure tests, lamping report, mandrel report, densities, etc.) in folders labeled accordingly. Provide the lift station start up report and three (3) lift station operation and maintenance manuals if applicable.

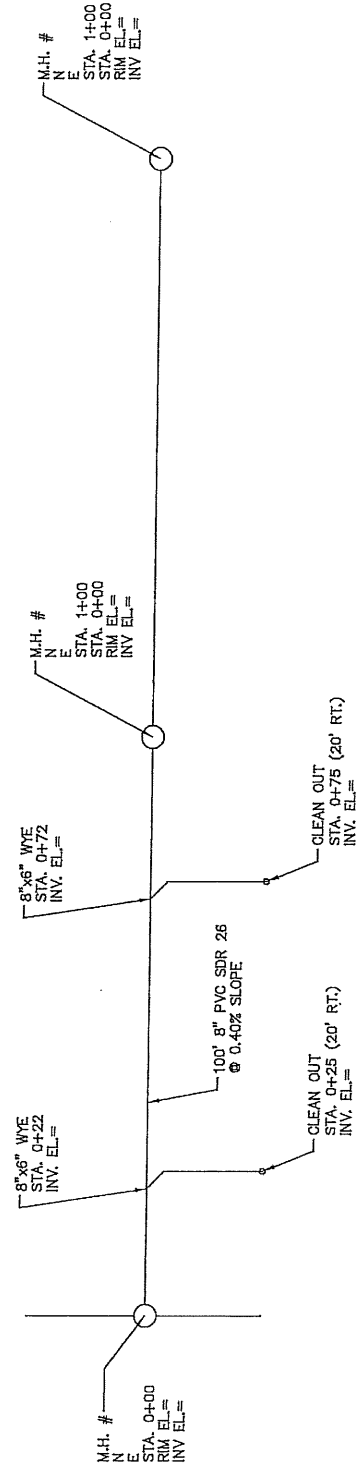
Clearly label and dimension any root barrier installed.

Provide a copy of the final plat with all utility easements clearly dimensioned and labeled. Provide separate sketch and legals if required. Applicable utility easements shall be identified on record drawings with ORB/Plat Book/Page.

For projects with utility related right-of-way permits (FDOT, PBC Roadway, etc.) an acknowledgement of completion from the permitting Agency shall be submitted to the Department prior to the first service initiation.



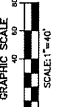
EXAMPLE - PRESSURE PIPE LABELING



EXAMPLE - GRAVITY MAIN LABELING

REVISIONS		NO	DATE	REMARKS	BY

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6/27/2018
A Higher Standard of Excellence
engenuity
INCORPORATED
1220 N. CONGRESS AVE., SUITE 100
WEST PALM BEACH, FLORIDA 33409
(561) 555-1151 • FAX (561) 555-7090
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #109



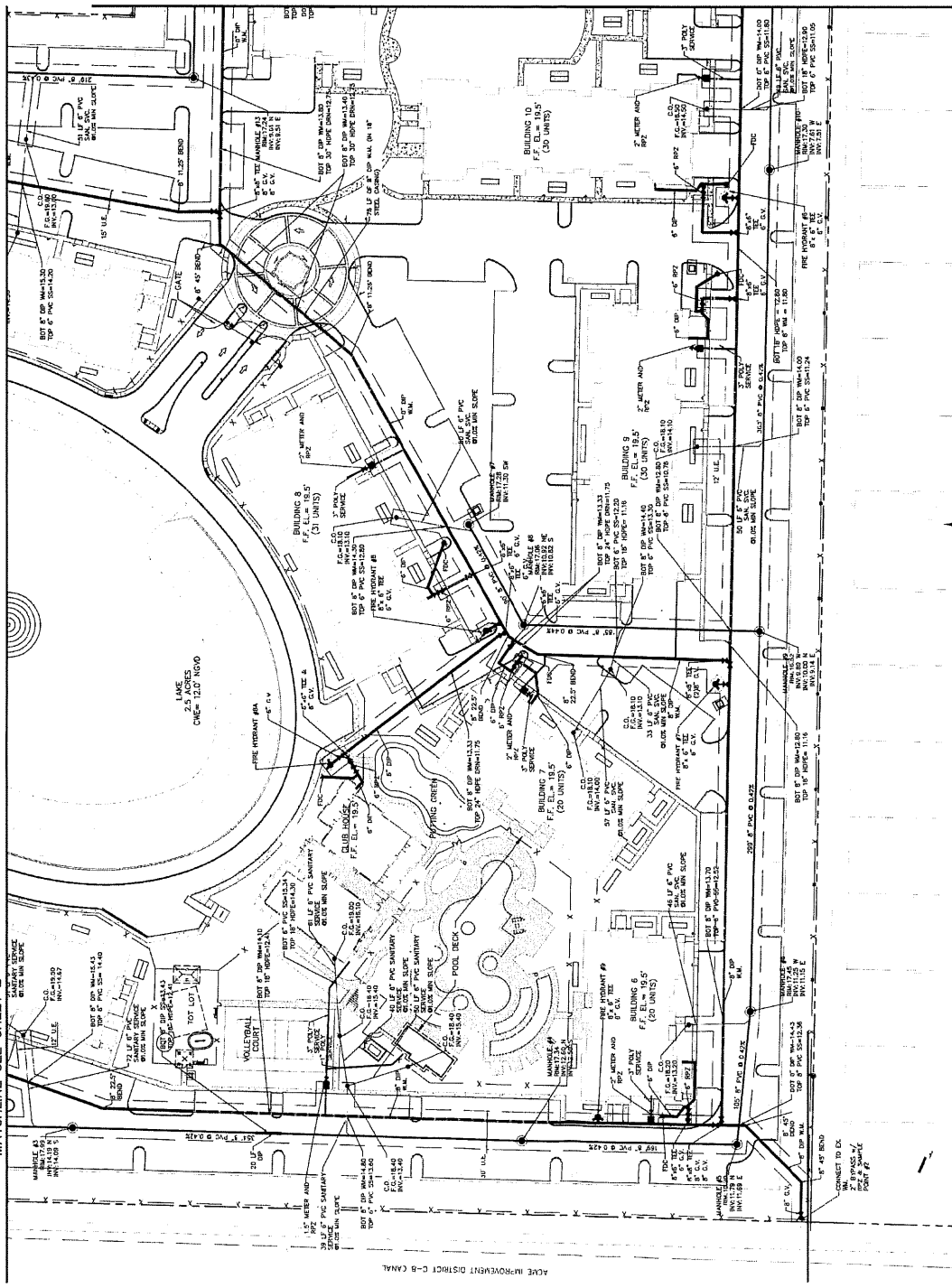
FOOTING

GENERAL NOTES:

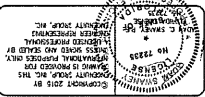
1. WATER SERVICE LINES SHALL BE MINIMUM 3" POLYETHYLENE (PE) TUBING.
2. WATER MAIN TO HAVE A MINIMUM OF 30" OF COVER AND A MAXIMUM OF 48" OF COVER.
3. ALL WATER METERS SHALL HAVE 18"/2.
4. ALL WATER MAINS SHALL BE DEP.
5. MAXIMUM DEPTH AT SERVICE WIE (SEWER) IS 3 FEET FROM FINISHED GRADE (F.G.) (SEWER) IS 5 FEET (STANDARD). MAXIMUM DEPTH AT SERVICE WIE (CLEANOUT) IS 5 FEET FROM FINISHED GRADE. WHEN ON THE SAME SIDE OF THE ROAD AS THE WATER MAIN.

Perkins

MATCHLINE (SEE SHEET 4)



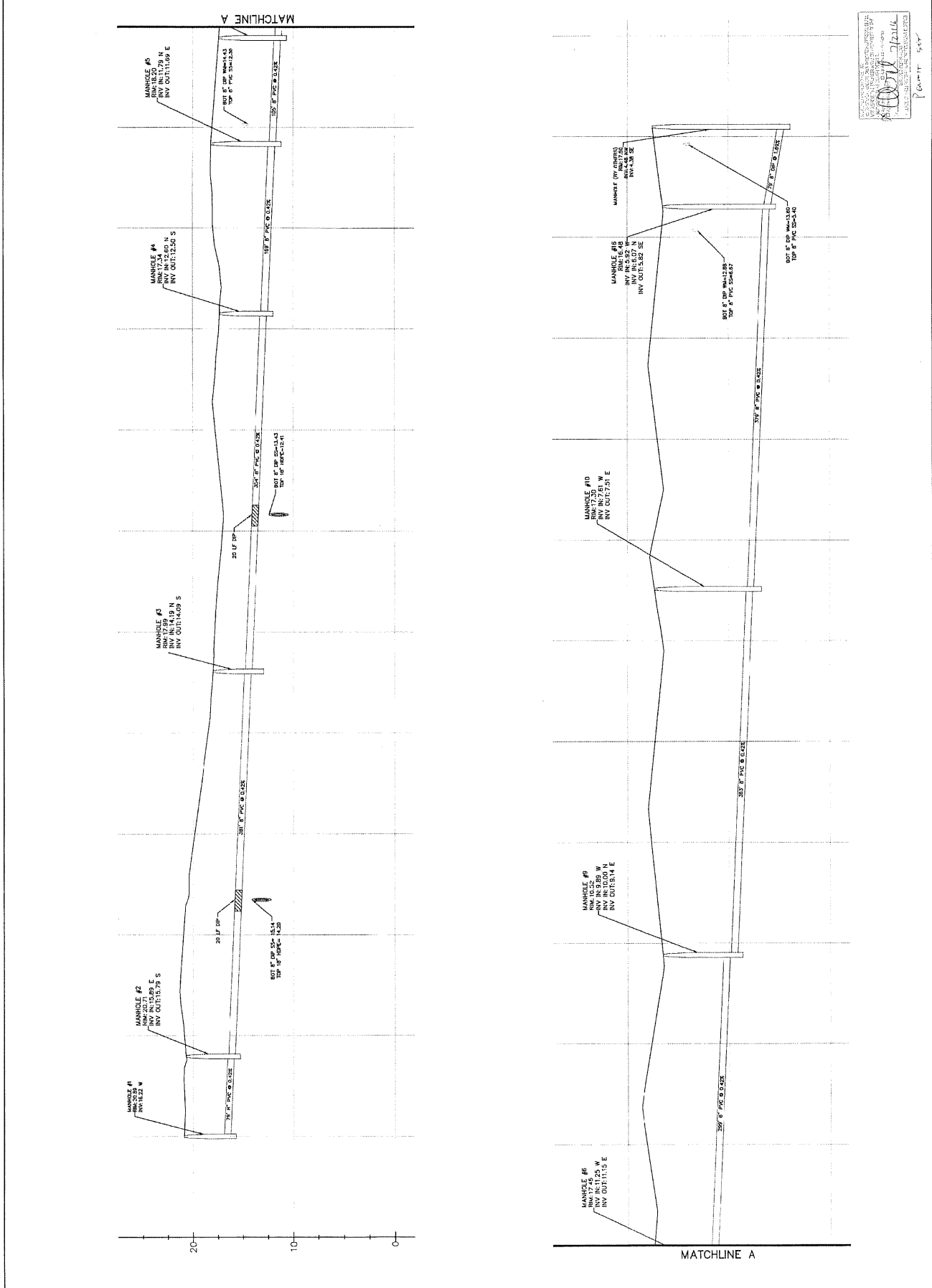
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SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH
ROYAL PALM BEACH, FLORIDA
PROFILES



PROJECT NO.	14124.02
DATE	JULY 17, 2015
DRAWN	ACS
CHECKED	ACS
DESIGNED	KSL



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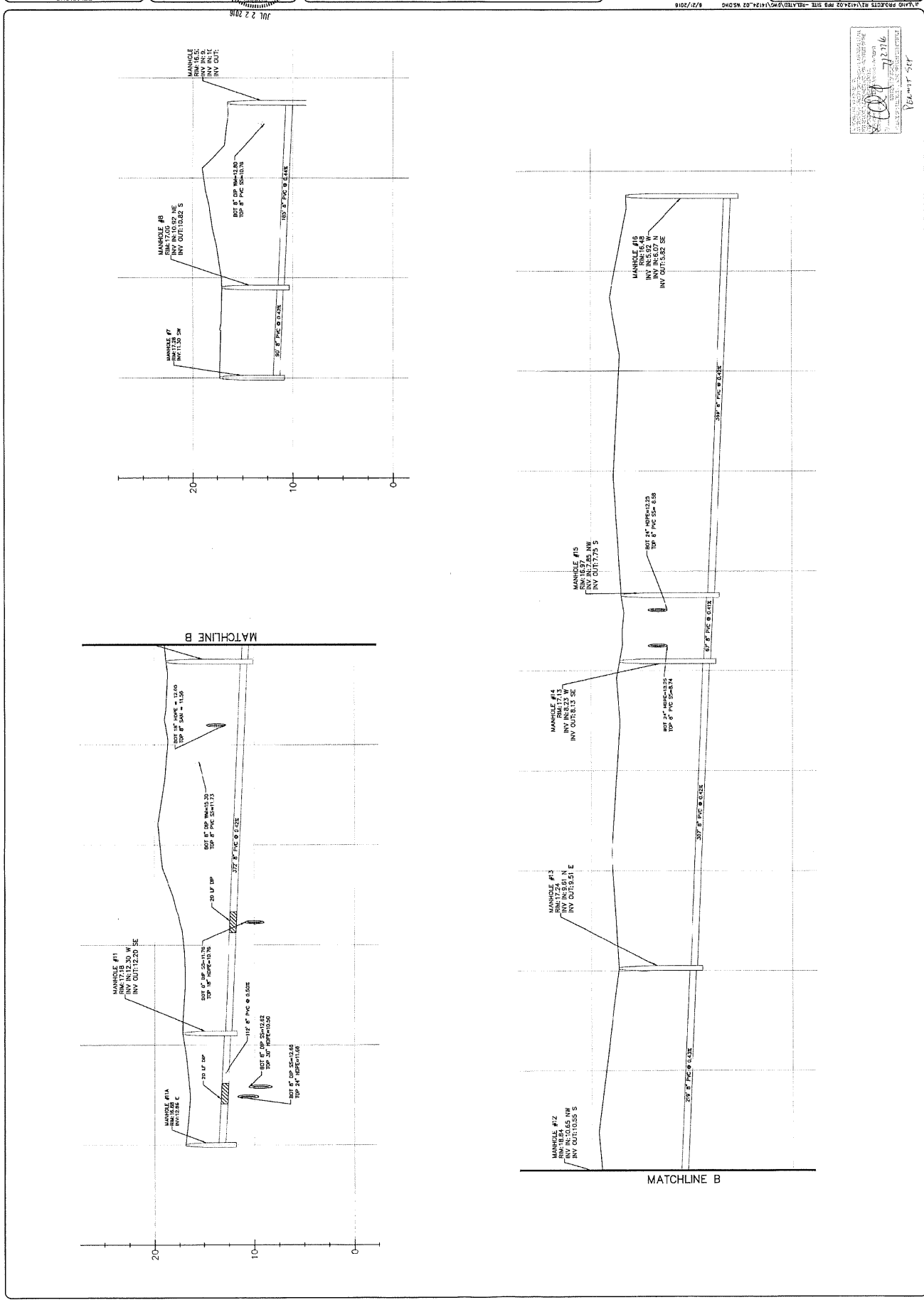
DATE	JULY 17, 2015
DRAWN	ACS
CHECKED	ACS
DESIGNED	ACS
BY	ACS

engenuity inc.
 1110 N. CONGRESS AVE., SUITE 101
 WEST PALM BEACH, FLORIDA 33411
 (561) 835-1011 FAX (561) 835-1010
 WWW.ENGUINITY.COM

SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH PROFILES ROYAL PALM BEACH, FLORIDA

REVISIONS
 BY
 DATE
 REMARKS

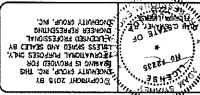
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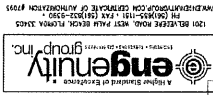
WATER MAIN / SANITARY SEWER CONFLICT

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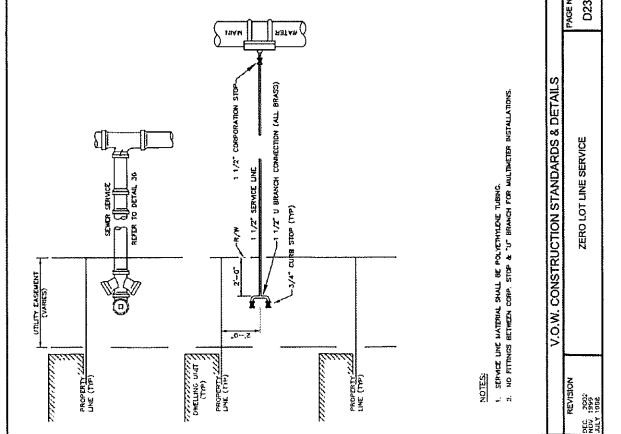
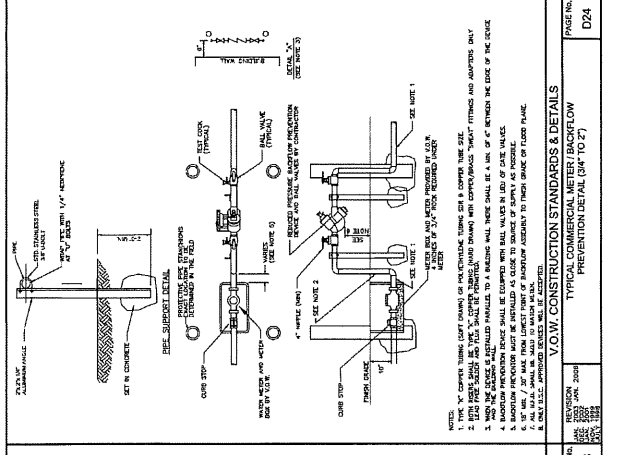
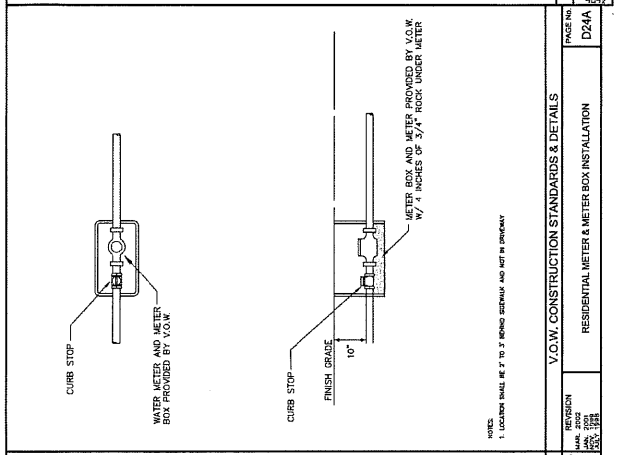
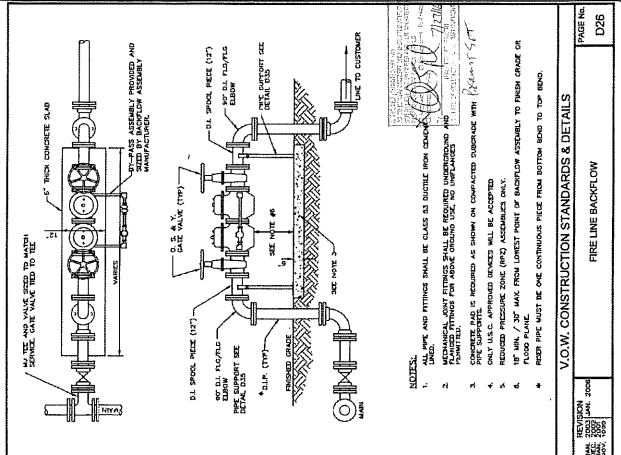
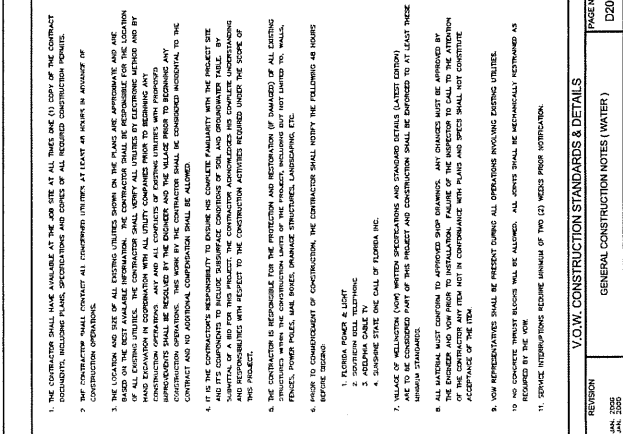
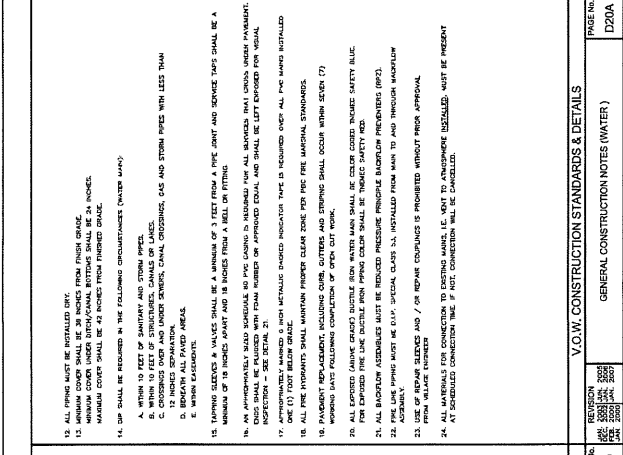
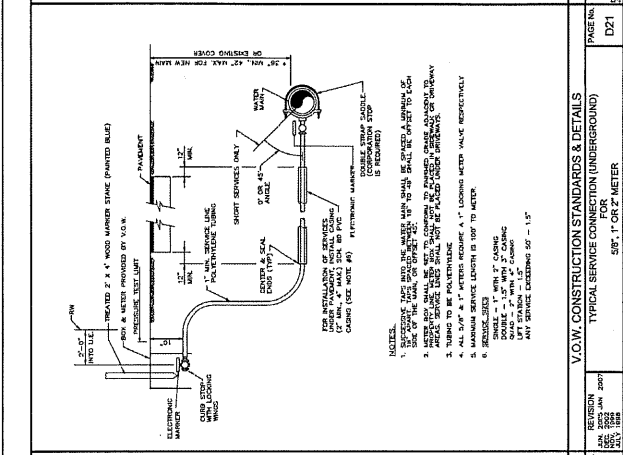
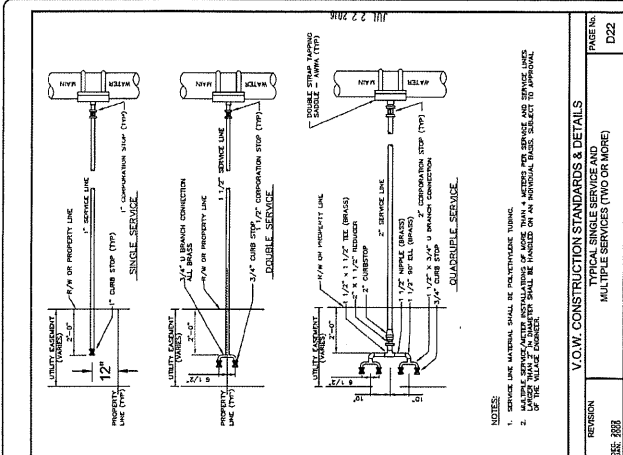
SOUTHERN BOULEVARD PROPERTIES - PHASE I NORTH WATER AND SEWER DETAILS



PROJECT NO.	10
DATE	JANUARY 2015
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PROJECT NO.	10
DATE	JANUARY 2015
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REVISION	DATE	DESCRIPTION	PAGE NO.	SECTION	REVISION	DATE	DESCRIPTION	PAGE NO.	SECTION
1	JAN. 2015	GENERAL CONSTRUCTION NOTES (WATER)	D20	V.O.W. CONSTRUCTION STANDARDS & DETAILS	1	JAN. 2015	GENERAL CONSTRUCTION NOTES (WATER)	D20	V.O.W. CONSTRUCTION STANDARDS & DETAILS
2	JAN. 2015	GENERAL CONSTRUCTION NOTES (SEWER)	D21	V.O.W. CONSTRUCTION STANDARDS & DETAILS	2	JAN. 2015	GENERAL CONSTRUCTION NOTES (SEWER)	D21	V.O.W. CONSTRUCTION STANDARDS & DETAILS
3	JAN. 2015	GENERAL CONSTRUCTION NOTES (FIRE)	D22	V.O.W. CONSTRUCTION STANDARDS & DETAILS	3	JAN. 2015	GENERAL CONSTRUCTION NOTES (FIRE)	D22	V.O.W. CONSTRUCTION STANDARDS & DETAILS
4	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D23	V.O.W. CONSTRUCTION STANDARDS & DETAILS	4	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D23	V.O.W. CONSTRUCTION STANDARDS & DETAILS
5	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D24	V.O.W. CONSTRUCTION STANDARDS & DETAILS	5	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D24	V.O.W. CONSTRUCTION STANDARDS & DETAILS

REVISION	DATE	DESCRIPTION	PAGE NO.	SECTION	REVISION	DATE	DESCRIPTION	PAGE NO.	SECTION
1	JAN. 2015	GENERAL CONSTRUCTION NOTES (WATER)	D20	V.O.W. CONSTRUCTION STANDARDS & DETAILS	1	JAN. 2015	GENERAL CONSTRUCTION NOTES (WATER)	D20	V.O.W. CONSTRUCTION STANDARDS & DETAILS
2	JAN. 2015	GENERAL CONSTRUCTION NOTES (SEWER)	D21	V.O.W. CONSTRUCTION STANDARDS & DETAILS	2	JAN. 2015	GENERAL CONSTRUCTION NOTES (SEWER)	D21	V.O.W. CONSTRUCTION STANDARDS & DETAILS
3	JAN. 2015	GENERAL CONSTRUCTION NOTES (FIRE)	D22	V.O.W. CONSTRUCTION STANDARDS & DETAILS	3	JAN. 2015	GENERAL CONSTRUCTION NOTES (FIRE)	D22	V.O.W. CONSTRUCTION STANDARDS & DETAILS
4	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D23	V.O.W. CONSTRUCTION STANDARDS & DETAILS	4	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D23	V.O.W. CONSTRUCTION STANDARDS & DETAILS
5	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D24	V.O.W. CONSTRUCTION STANDARDS & DETAILS	5	JAN. 2015	GENERAL CONSTRUCTION NOTES (MISC.)	D24	V.O.W. CONSTRUCTION STANDARDS & DETAILS



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