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TOWN OF JUNO BEACH
RECEIVED

2024 APR -3 A 10:40

1555 PALM BEACH LAKES BLVD.
SUITE 1200
WEST PALM BEACH, FL 33401

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620
TELECOPIER: (561) 655-3775

April 1, 2024

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED


The Preserve at Juno Beach
Homeowner's Association, Inc.
641 University Blvd., Suite 205
Jupiter, Fl

Town of Juno Beach
Attention: Town Manager
340 Ocean Drive
Juno Beach, Florida 33408

In accordance with Section 14 of the attached June 26, 2013 Agreement, please find attached Northern Palm Beach County Improvement District's Notice of Intent to Terminate the aforesaid Agreement.

Please govern yourselves accordingly.

Sincerely,


Kenneth W. Edwards, Esq.
General Counsel

cc: Leonard G. Rubin, Esq. Town Attorney -701 Northpoint Pkwy, Ste 209, West Palm Beach, FL 33407.
Jeffrey A. Rembaum, Esq. Association Attorney-9121 N. Military Trail, Ste 200, Palm Beach Gardens, FL 33410

NOTICE OF INTENT TO TERMINATE

On or about June 26, 2013, Northern Palm Beach County Improvement District, the Town of Juno Beach, the Preserve at Juno Beach Homeowner's Association and Toll FL VI LP entered into an agreement (the "Agreement") as to the installation, maintenance and operation of a therein described Exfiltration System, a copy of the Agreement is attached and identified as Exhibit "A".

WITNESSETH:

WHEREAS, Northern Palm Beach County Improvement District intends by this Notice to exercise the option contained in SECTION 14 of the Agreement to terminate the Agreement; and

WHEREAS, Northern Palm Beach County Improvement District intends to cease providing the Maintenance Services defined in SECTION 3(F) as of 180 days following its provision of this Notice of Intent to Terminate.

NOW THEREFORE, Northern Palm Beach County Improvement District does hereby:

- (1) Provide this Notice of its intent to terminate the Agreement which Agreement shall terminate as of 180 days from, but excluding, the day of its certified mailing of this Notice to the other parties to the Agreement (the "Termination Date").
- (2) As of the Termination Date, Northern Palm Beach County Improvement District shall cease the provision of Maintenance Services defined in SECTION 3(F) of the Agreement.
- (3) On or about the Termination Date, Northern Palm Beach County Improvement District shall send the Town of Juno Beach the balance of any unexpended and unencumbered Annual Maintenance Fees described in SECTION 9 of the Agreement that were previously received by Northern Palm Beach County Improvement District during the subject fiscal year, together with any funds and interest accrued thereon held by Northern Palm Beach County Improvement District in the Reserve Account described in Section 9(C) of the Agreement, if any.

This Notice has been executed by Northern Palm Beach County Improvement District on this 27th day of MARCH, 2024.

ATTEST:

By: Susan P. Schett
Print: SUSAN P. Schett
Title: Assistant Secretary

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: Matthew J. Boykin
Print: Matthew J. Boykin
Title: President

EXHIBIT "A"

AGREEMENT
BETWEEN THE TOWN OF JUNO BEACH,
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, THE PRESERVE AT
JUNO BEACH HOMEOWNER'S ASSOCIATION, INC. AND TOLL FL VI LP

This Agreement (the "Agreement") shall be effective as of the 26th day of June, 2013 (the "Effective Date") and is being entered into by and between the Town of Juno Beach, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), Northern Palm Beach County Improvement District, an independent special district of the State of Florida, (hereinafter referred to as "Northern"), the Preserve at Juno Beach Homeowner's Association, Inc., a not-for-profit corporation of the State of Florida, (hereinafter referred to as the "Association") and Toll FL VI LP, a Florida limited partnership, (hereinafter referred to as "Toll"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, it is the intent of the Parties to set forth in this Agreement their understandings, obligations and covenants regarding the funding, design, permitting, installation, operation, maintenance, repair, upgrade and/or replacement of the hereinafter described exfiltration system (the "Exfiltration System") which is intended to provide stormwater drainage for the benefit of the residents and homeowners of a future residential development that is currently referred to as the Preserve at Juno Beach; and

WHEREAS, Toll is the master developer of the Preserve at Juno Beach and shall be solely responsible for the design, permitting, installation and construction of the Exfiltration System, as well as the funding and payment for such activity; and

WHEREAS, the Exfiltration System shall be installed within a hereinafter described area (the "Exfiltration Area") which Exfiltration Area will be owned in fee simple absolute by the Association and encumbered by the hereinafter described easement (the "Easement") granted in favor of the Town; and

WHEREAS, it is intended that upon the issuance by Toll's design engineer of the written certification of final completion of the Exfiltration System that Toll will thereupon promptly, if it has not done so already and at no cost or expense to any of the other Parties, convey fee simple absolute title of the Exfiltration Area to the Association, grant and deliver the Easement to the Town and convey ownership of the Exfiltration System to the Town by means of a Bill of Sale Absolute; and

WHEREAS, once fee simple absolute title to the Exfiltration Area has been conveyed to the Association and the grant or dedication by the Plat, as hereinafter defined, and delivery of the Easement and Bill of Sale Absolute to and their acceptance by the Town accomplished, the South Florida Water Management District Permit No. 50-09195-P authorizing the Exfiltration

System shall be transferred from construction to operation and the Town identified as the operator of the Exfiltration System; and

WHEREAS, Northern has developed the operational and managerial expertise expected to be needed in order to operate and maintain the Exfiltration System; and

WHEREAS, the Town, Association and Toll desire to obtain the benefit of Northern's expertise for the operation and maintenance of the Exfiltration System; and

WHEREAS, Northern is willing to provide its operational and managerial services for the Exfiltration System pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, once the Association is the fee simple absolute owner of the Exfiltration Area within which the Exfiltration System has or is to be installed, and in its capacity as an authorized representative of its members who will be the primary beneficiaries of the Exfiltration System, the Association shall thereupon be responsible for payment to Northern, on an annual fiscal year basis, of an Annual Maintenance Fee, as hereinafter defined for Northern's provision of operation and maintenance services for the Exfiltration System.

NOW, THEREFORE, the Parties for and in consideration of the mutual benefits, understandings, conditions and covenants set forth herein, do enter into this Agreement and represent, covenant and agree with each other as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above Recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The primary purpose of this Agreement is to identify the duties and obligations of each Party regarding the funding, design, permitting, installation, operation, inspection, maintenance, repair, upgrade, expansion, reconstruction and/or replacement of the Exfiltration System.

SECTION 3. DEFINITIONS. The following words or phrases are for the purpose of this Agreement defined as follows:

(A) **Cost of Construction.** The phrase "Cost of Construction" shall mean all out-of-pocket costs and expenses of whatsoever nature as may be required for the design, surveying, permitting, implementation, installation and construction of the Exfiltration System, including by way of example but not limitation: administrative, legal, engineering, surveying and all other required professional/consultant fees, costs and expenses; advertisement and publication costs; photocopy, telecopy, computer and telephone costs and expenses; payments to professionals, contractors, subcontractors, supplies, materialmen and/or laborers involved in the design, permitting, surveying, implementation, installation and/or construction of the Exfiltration System; change orders to contracts or delay claims; governmental entity and agency permit/license applications, fees, permits and inspections; litigation costs, including appellate,

arbitration and/or mediation plus professional consultation relating thereto or as witnesses, and/or penalties or fines.

(B) Easement. The Easement is that instrument which shall be granted in favor of the Town either by a dedication on the Plat or by separate written instrument which contains language substantially similar to that set forth in attached Exhibit "A" and shall encumber the Exfiltration Area.

(C) Exfiltration Area. The Exfiltration Area shall, at a minimum, encompass that real property which is to be described in the Plat in accordance with the format set forth in attached Exhibit "B".

(D) Exfiltration System. The Exfiltration System shall be comprised of those works, facilities and components generally described in attached Exhibit "C" and as may be more specifically identified and specified in the permit issued by the Town for its installation and construction.

(E) Bill of Sale Absolute. The Bill of Sale Absolute shall be that properly signed and completed instrument that conforms in all material respects to the form that is affixed hereto and identified as Exhibit "D", and results in conveyance to the Town of ownership, without encumbrances, of the Exfiltration System.

(F) Maintenance Services. The Maintenance Services to be provided by Northern shall be those generally described in attached Exhibit "E".

SECTION 4. CONDITIONS PRECEDENT. The duties and obligations of the Town, Northern and Association under this Agreement are specifically conditioned upon and subject to: (A) Toll's strict compliance with and timely satisfaction of each of its duties and obligations under this Agreement, (B) the timely and coordinated installation of the Exfiltration System in conjunction with the development and buildout of the Preserve at Juno Beach, with final completion of the Exfiltration System to be achieved on or before ten (10) years (the "Completion Date") from the Effective Date of this Agreement. However, if the Preserve at Juno Beach development has not achieved buildout and the related components of the Exfiltration System not achieved final completion by such Completion Date, the Completion Date shall be automatically extended on an annual one (1) year basis unless terminated pursuant to Section 14 of this Agreement, (C) the recording in the Public Records of the Declaration of Covenants, Conditions and Restrictions, as hereinafter defined, and the plat in accordance with and pursuant to the requirements of Section 5(D) of this Agreement, and (d) execution of this Agreement by all of the Parties on or before May 30, 2014. If the conditions set forth in the above subparagraphs (B), (C) or (D) are not timely and properly satisfied, this Agreement shall automatically terminate and be of no further force or effect.

SECTION 5. TOLL DUTIES AND OBLIGATIONS. Toll does hereby agree to the following duties and obligations:

(A) Provision of the Exfiltration System's design plans at 60%, 90% and 100% of design phase completion to the Town and Northern for review and approval in accordance with said governmental entities' respective submittal procedures and practices; provided, however, if there is a conflict between such entities' practices and procedures, those of the Town shall prevail.

(B) Concurrent with each such design plan phase submittal, Toll shall furnish the Town and Northern with a copy of its engineer of record's current estimate of the Exfiltration System's probable Cost of Construction.

(C) The obtaining of all governmental and agency permits required for: (i) the installation and operation of the Exfiltration System and (ii) the Exfiltration System's legal positive outfall connection into and through a downstream surface water management outfall system.

(D) The recording in the Public Record of: (i) a Declaration of Covenants, Conditions and Restrictions (the "Declaration of Covenants, Conditions and Restrictions") and (ii) a Plat of the Preserve at Juno Beach (the "Plat") that encompass and are applicable to all of the lands contained within the Preserve at Juno Beach, which Declaration and Plat must be in form and content acceptable to the Town and Northern. The Declaration of Covenants, Conditions and Restrictions must be recorded in the Official Records of Palm Beach County prior to final completion of the Exfiltration System and proof of such recording provided to all of the Parties by means of delivery of a true and correct copy of both the recorded Declaration of Covenants, Conditions and Restrictions and the Plat.

(E) Each consultant or contractor engaged by or on behalf of Toll for the installation and construction of the Exfiltration Facilities must comply with the following: (i) provision to the Town, Northern and Association of certificates of insurance reflecting the insurance coverages described in attached Exhibit "F", (ii) provision of an indemnification and hold harmless in favor of the Town, Northern and Association, including their respective officers, employees, agents and consultants from and against any and all claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, Northern or Association, including any of their respective officers, employees, agents and consultants may or could sustain as a result, either directly or indirectly, from a claim or litigation that may arise out of or that relates to any alleged act or omission by the consultant or contractor or their respective officers, employees, agents, materialmen and/or subcontractors that pertains to or relates to the design, installation and construction of the Exfiltration System.

(F) Upon final completion of the Exfiltration System, to promptly and at no cost to the other Parties effectuate the: (i) delivery to the Town and Northern of true and correct originals of the engineer of record's executed and sealed certification of final completion of the Exfiltration System, plus provision of a copy thereof to the Association, (ii) provision to the Town and Northern of "as built" record drawings of the Exfiltration System in accordance with said entities respective standards and procedures, which submittal must include a complete set of plans, accurate and detailed record drawings and a digital copy of the record drawings on an appropriate computer format to that used by each of said governmental entities, (iii) within sixty

(60) days following the date of the engineer of record's certification of final completion of the Exfiltration System, the provision to the Town and Northern of a complete and detailed final itemized unit price tabulation of the Cost of Construction of the Exfiltration System, (iv) conveyance and delivery to the Town by means of the Bill of Sale Absolute, of all right, title and interests in the Exfiltration System, (v) conveyance in fee simple absolute of the Exfiltration Area to the Association, (vi) grant by separate instrument or dedication by the Plat of the Easement to the Town, (vii) provision of a written two (2) year warranty and guarantee in favor of the Town and Northern that the Exfiltration System was designed and installed as permitted and will not be defective in construction or materials and (viii) delivery of notification to the South Florida Water Management District of the Exfiltration System's completion of construction and commencement of operation status, which notification must identify the Town as the operator of the Exfiltration System and reflect the Town's acceptance of such designation.

SECTION 6. TOWN DUTIES AND OBLIGATIONS. The Town's duties and obligations under this Agreement are as follows:

(A) It agrees to promptly and timely review and provide comment on all permit applications submitted by or on behalf of Toll relating to the design, installation and construction of the Exfiltration System, plus timely issue the requested permit(s) and authorization(s) once all conditions precedent for same are completed and acceptable to the Town pursuant to its standard practices and procedures.

(B) It agrees to promptly review and provide comment on record drawings of the Exfiltration System as and when they are submitted in accordance with the Town's standards and procedures.

(C) It agrees to timely review, provide comment upon and accept either the dedication by the Plat of the Easement in favor of the Town or if granted by separate written instrument, in such written and recordable form that satisfies and complies with this Agreement and the Town's standards, rules and procedures.

(D) It agrees to the prompt and timely acceptance of a properly completed and executed Bill of Sale Absolute from Toll for the Exfiltration System once the Exfiltration System is approved as complete by the Town in accordance with its standards, rules and procedures.

(E) To provide a notice to proceed to Northern for its provision of Maintenance Services once the above documentation listed in this Section has been received and approved.

(F) To allow Northern, including its officers, staff, agents, consultants, contractors, subcontractors, materialmen and laborers continued and unobstructed access to the Exfiltration System for its provision of the herein specified Maintenance Services.

SECTION 7. NORTHERN DUTIES AND OBLIGATIONS. Northern by and through its officers, staff, agents, consultants, contractors, subcontractors, materialmen and laborers, shall provide Maintenance Services for the Exfiltration System subject to and in accordance with the following:

(A) Northern's obligation to provide the Maintenance Services shall not begin until thirty (30) days have elapsed following satisfaction of its: (i) receipt of the Toll engineer of record's executed and sealed certificate of final completion of the Exfiltration System, (ii) receipt of "as-built" record drawings for the Exfiltration System that have been prepared and submitted in accordance with Northern's standard practices and procedures, plus approved in final form by the Town, (iii) receipt of confirmation that the Town has received and accepted the Bill of Sale Absolute for the Exfiltration System, (iv) receipt of proof of recording in the Public Record of the Declaration of Covenants, Conditions and Restrictions, the Plat and a deed or dedication in the Plat that conveys marketable record fee simple absolute title of the Exfiltration Area to the Association, (v) receipt of proof of the grant or dedication by the Plat of the Easement to the Town and its acceptance, (vi) receipt of a written notice to proceed from the Town for Northern's commencement of provision of Maintenance Services and (vii) receipt of the initial payment from the Association of the hereinafter defined Annual Maintenance Fee, as prorated from the Town's requested notice to proceed through September 30 of the subject initial fiscal year.

(B) The Maintenance Services shall be provided by Northern in a competent and professional manner using qualified and experienced employees, consultants or contractors, with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Exfiltration System is properly maintained and continues to function in accordance with its intended purpose and its applicable operational permits. In addition, the maintenance intervals and the time periods within which maintenance tasks are performed by Northern shall be flexible and may be adjusted periodically according to weather conditions and the physical conditions and operational characteristics of the Exfiltration System.

(C) Northern shall provide on behalf of the Town such future design, permitting, installation and construction services as may be necessary to expand, reconstruct, upgrade or replace the Exfiltration System for the purpose of continuing its ability to function in accordance with its intended purpose, provided that prior to commencement of such activity Northern has in its possession lawfully available funds in an amount equal to 125% of the estimated cost of such design, permitting, installation and construction with said funding to be provided by the Association.

(D) In the event the Exfiltration System is damaged as a result of one or more acts of force majeure or otherwise, and the funds in the hereinafter defined Reserve Account do not equal or exceed 125% of the estimated cost of any design, permitting, repair, replacement, installation, construction or other remedial costs and expenses that may reasonably be expected to be incurred in order to properly repair or replace the damaged Exfiltration System, Northern shall give written notice to the Association and Town of the deficiency amount and request that the Association promptly pay such shortfall to Northern (said shortfall is hereinafter referred to as the "Reserve Account Shortfall"). It being understood that until such Reserve Account Shortfall is paid by the Association to Northern, Northern shall have no obligation of any nature whatsoever to commence any design, permitting, repair, replacement, construction or remedial activities as to the Exfiltration System and its provision of Maintenance Services suspended to the extent the damage interferes or prevents such provision of Maintenance Services.

SECTION 8. ASSOCIATION DUTIES AND OBLIGATIONS. The Association hereby agrees to the following duties and obligations:

(A) It shall accept fee absolute simple title ownership of the Exfiltration Area subject to the encumbrance of the Easement in favor of the Town. It being understood that such acceptance of fee simple absolute ownership is a condition precedent to Northern's provision of any Maintenance Services for the Exfiltration System.

(B) Once the Association has received: (i) fee simple absolute ownership of the Exfiltration Area, (ii) a copy of the signed and sealed engineer of record certification of final completion of the Exfiltration System and (iii) an invoice from Northern for the initial Annual Maintenance Fee in the amount previously agreed upon for payment by the Association, the Association shall thereupon and within ten (10) business days of receipt of Northern's invoice, pay same to Northern.

(C) It shall pay Northern its Annual Maintenance Fee in accordance with the Annual Maintenance Fee calculation and payment methodology set forth in following Section 9.

(D) It accepts its obligation to pay pursuant to Section 7(C) and 7(D) and shall promptly pay Northern the Reserve Account Shortfall specified in any written Northern invoice delivered to it within ninety (90) days from its receipt of said Reserve Account Shortfall invoice.

SECTION 9. ANNUAL MAINTENANCE FEE. The Annual Maintenance Fee to be paid by the Association to Northern for Northern's provision of Maintenance Services for the Exfiltration System shall be determined and paid in accordance with the following:

(A) The Annual Operating Fee for provision of Maintenance Services shall be based on Northern's fiscal year of October 1 through September 30, provided that Northern's initial Annual Maintenance Fee shall be the agreed upon sum set forth in the initial Northern annual budget prorated from the date of Northern's receipt of the notice to proceed from the Town for Northern's provision of Maintenance Services for the Exfiltration System through the end of the then applicable fiscal year.

(B) After the initial commencement of Northern's provision of Maintenance Services and for so long as this Agreement remains in effect, the Association shall be obligated to pay a mutually agreed upon Annual Maintenance Fee to Northern on or before September 1 for services to be provided by Northern from October 1 of said year through September 30 of the next year. Each Annual Maintenance Fee shall be determined following Northern's provision to the Association, for discussion purposes, of a proposed annual budget for its provision of Maintenance Services on or about May 1st of each year, a courtesy copy of which shall also be delivered to the Town.

(C) Each such annual budget shall also include an amount that shall be set aside, in reserve (the "Reserve Account") by Northern, for the future expansion, reconstruction, upgrade or replacement of the Exfiltration System. Said Reserve Account shall be a separate (non-commingled) interest earning account held in Northern's name and an accounting of the Reserve

Account shall be provided to the Town and Association with each submittal by Northern of its proposed annual budget for the provision of Maintenance Services.

(D) If by July 1 of any year, Northern and the Association are not able to agree upon the Annual Maintenance Fee, then in that event Northern, at its sole discretion but only following its provision of sixty (60) calendar days advance written notice to the Association and the Town, may thereupon cease providing Maintenance Services for the Exfiltration System or, if so indicated in its notice, terminate its duties and obligations under this Agreement.

SECTION 10. DISPUTE RESOLUTION PROCESS. Except as to the means of setting each year's Annual Maintenance Fee which shall be governed pursuant to Section 9, the Parties agree that if a dispute should arise between any two or more of them regarding the terms, implementation and/or termination of this Agreement, such dispute shall be subject to the following dispute resolution process:

(A) Any Party may initiate the dispute resolution process by delivering written notice of to the other Parties. Initiation of the dispute resolution process shall operate as a stay of any judicial or administrative action and any defenses thereto which are the subject of the dispute and a tolling as between the Parties of any applicable statute of limitations or affirmative defenses involving the elapse of time or laches.

(B) Notwithstanding the foregoing, if a Party determines, in its absolute and sole discretion, that it is necessary to file a lawsuit, administrative action or other formal challenge in order to satisfy any agency, statutory or jurisdictional time deadline, to obtain a temporary injunction, or to preserve a legal or equitable right, such lawsuit or challenge may be filed, but upon such filing or any other related act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the affected Parties shall thereafter promptly file a joint motion with the reviewing court, administrative law judge or hearing officer requesting that the matter be abated in order to afford the affected Parties an opportunity to pursue the dispute resolution process procedures set forth herein. If the abatement is granted, the affected Parties shall thereupon promptly pursue or continue to pursue the dispute resolution process procedures set forth herein.

(C) After transmittal and receipt of a notice specifying the area(s) of disagreement, the affected Parties shall meet at reasonable times and places, as mutually agreed upon, to discuss and attempt to resolve the issues in dispute.

(D) If discussions between the affected Parties fail to resolve the dispute(s) within sixty (60) calendar days following delivery of the notice described in subparagraph (C), above, the affected Parties shall appoint a mutually acceptable neutral and independent third-party to act as a mediator. If the affected Parties are unable to agree upon a mediator, any affected Party may request the appointment of a neutral and independent mediator by the Chief Judge of the Circuit Court in and for Palm Beach County, Florida. The mediation contemplated herein is intended to be carried out on an informal and non-adversarial process, with the primary objective being to help the affected Parties achieve a mutually acceptable and voluntary agreement or resolution of the issue(s) in dispute. The decision-making shall rest solely with the affected Parties. The

mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(E) If the affected Parties are unable to reach a mediated settlement within ninety (90) calendar days of the mediator's appointment, any affected Party may terminate the settlement discussions by delivery of written notice to the other affected Parties.

(F) Any affected Party may initiate litigation or move to end the abatement specified in (B), above, within ninety (90) days following delivery of the notice terminating the mediation process. Failure to do so will be deemed for all purposes as the irrevocable withdrawal of the objection or clarification that was the genesis for initiation of the dispute resolution process. Resolution by failure to initiate litigation shall not be considered to be acceptable of the interpretation, position or performance of the other Parties in any future dispute.

SECTION 11. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Each Party's duties and obligations under this Agreement shall be carried out in strict compliance with all applicable required governmental permits, requirements, rules, acts, orders, regulations and restrictions, including, but not limited to the following entities: (A) the Town, (B) Northern, (C) South Florida Water Management District, (D) Florida Department of Environmental Protection and (E) Palm Beach County.

SECTION 12. NON-INTERFERENCE. The Parties agree that they will not directly communicate with any Northern contractor, materialmen or supplier involved in the provision of Maintenance Services for the Exfiltration System and that any requests or inquiries will be directed to Northern.

SECTION 13. LIABILITY. Regardless of any language in this Agreement to the contrary, the Parties shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other Party and nothing contained herein shall be construed as a waiver by any of the governmental Parties of the liability limits established in Section 768.28, Florida Statutes.

SECTION 14. OPTION TO TERMINATE. The Town, Northern and the Association shall each have the right to terminate this Agreement at will and without cause, provided that: (A) the Party that intends to initiate the termination, must provide one hundred and eighty (180) days advance written notice to all other Parties of said terminating Party's intention to terminate, (B) termination shall not be effective until the one hundred and eighty (180) day advance termination notice period has elapsed and (C) it is agreed that in the event of such termination of the Agreement, Northern shall promptly cease providing its Maintenance Services once said the one hundred and eighty (180) day advance termination notice period has elapsed and thereupon Northern shall have no further duties, obligations or liability for the provision of Maintenance Services for the Exfiltration System except to deliver to the Town: (i) the balance of any unexpended and unencumbered Annual Maintenance Fee funds previously received by Northern for the subject fiscal year, if any and (ii) any funds and accrued interest in the Reserve Account.

SECTION 15. TERM OF AGREEMENT. The term of this Agreement is intended to be perpetual.

SECTION 16. MISCELLANEOUS PROVISIONS.

(A) NOTICES. All notices, requests, consents or other communications required or permitted to be given hereunder shall be in writing (including telex, facsimile or electronic communication) and shall be (as elected by the Party giving same) hand delivered, sent via certified mail, return receipt requested, telecommunicated or mailed to the applicable Party as follows:

All notices to the Town shall be sent to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attn: Town Manager
Phone: (561) 626-1122
Fax: (561) 775-0812

All notices to Northern shall be sent to:

Northern Palm Beach County Improvement
District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

All notices to the Association shall be sent to:

Preserve at Juno Beach Homeowners
Association, Inc.
c/o Toll FL VI LP
3970 Indiantown Road
Jupiter, FL 33478
Phone: 561.741.5710
Fax: 561.741.5711

All notices to Toll shall be sent to:

Toll FL VI LP
3970 Indiantown Road
Jupiter, FL 33478
Phone: 561.741.5710
Fax: 561.741.5711

(B) ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the Parties as to the specific subject matter hereof.

(C) AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality as the execution of this Agreement.

(D) VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal actions arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

(E) DISCRIMINATION. No person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

(F) ASSIGNABILITY. The responsibility for carrying out and duty or obligation assumed by a Party to this Agreement may be assigned once approved in writing by all of the other Parties, which approval shall not be unreasonably withheld or delayed.

(G) ATTORNEY'S FEES AND COSTS. In the event of any litigation or administrative proceeding to settle issues arising hereunder, each Party shall bear its own costs and expenses, which shall include but not be limited to any legal and expert fees and costs for any appeal that may be taken.

(H) SEVERABILITY. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a Party in which event the Agreement shall be thereupon terminated.

(I) HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

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

(K) CONSTRUCTION. The Parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one Party than the other and every covenant, term and provision of this Agreement shall construed simply according to its fair meaning.

(L) RECORDING. This Agreement or a memorandum of it shall be recorded in the Public Records of Palm Beach County, Florida.

(M) EFFECTIVE DATE. This Agreement shall be effective as of the date that it has been signed by all of the Parties identified herein.

SECTION 17. P.U.D. APPROVAL. The Town approved the Preserve at Juno Beach P.U.D. through the adoption of Resolution No. 2013-04 ("Development Order"). In the event that the Development Order expires due to Toll's failure to "commence development" as defined in the Development Order and the Town Code, during the term of this Agreement, the Town, Northern

and the Association shall be released from their duties and obligations under this Agreement until such time as the Town reissues a P.U.D. approval for the Preserve at Juno Beach which is substantially similar in all material respects with the terms, provisions, obligations and requirements of the current Development Order.

SECTION 18. TERMINATION OF PRIOR AGREEMENT. The parties to this Agreement, The Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC agree as follows:

(A) The prior agreement by and between the Town, Northern, the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC, dated April 7, 2009, and Restated and Extended by an agreement dated June 30, 2011, collectively the "Prior Agreement," provided for certain rights and obligations of the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC. The rights and obligations of the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC described in or related to the Prior Agreement are hereby assigned without any warranty or representation to the Association and Toll.

(B) The Estates at Juno Beach Homeowners Association Inc. and L and J Enterprises LLC are hereby relieved from all obligations under the Prior Agreement.

(C) The Prior Agreement is hereby terminated.

The Estates at Juno Beach Homeowners Association Inc. and L and J Enterprises LLC are executing this Agreement for the sole purposes of consenting to and receiving the benefits of this Section 18 and for no other purpose.

Executed by the Town of Juno Beach, Florida, this 26th day of June, 2013.

ATTEST:

TOWN OF JUNO BEACH, FLORIDA

Janette M. Dunham
Town Clerk

By: *Mort Levine*, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

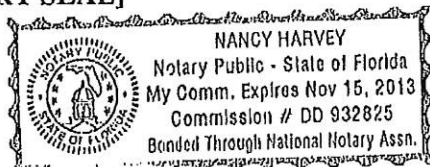
[Signature]
Town Attorney

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Mort Levine, the Mayor of the Town of Juno Beach, Florida, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 26 day of June, 2013.

[NOTARY SEAL]



Nancy Harvey
Notary Public
Print Name: Nancy Harvey

Executed by Northern Palm Beach County Improvement District this 26th day of JUNE, 2013.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: *O'Neal Bardin, Jr.*
O'Neal Bardin, Jr., Asst. Secretary

By: *Adrian M. Salee*
Adrian M. Salee, President

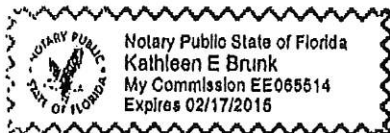
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Adrian M. Salee, the President of Northern Palm Beach County Improvement District, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 26th day of JUNE, 2013.

[NOTARY SEAL]

Kathleen E. Brunk
Notary Public
Print Name: Kathleen E. Brunk



Executed by Toll FL VI LP this 17 day of June, 2013.

TOLL FL VI LP

By: 

General Partner

DONALD R. BARNES

Print Name

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

Before me personally appeared Donald Barnes, the General Partner of Toll FL VI LP to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]





Notary Public

Print Name: Joyce A. Spriggs

Executed by the The Preserve at Juno Beach Homeowners Association, Inc. this 17
day of June, 2013.

ATTEST:

THE PRESERVE AT JUNO BEACH
HOMEOWNERS ASSOCIATION, INC.

By: Steven T. Spriggs, Secretary

By: Robert Razler, President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Robert Razler, the President of the Preserve at Juno Beach Homeowners Association, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]



Joyce A. Spriggs
Notary Public
Print Name: Joyce A. Spriggs

Executed by L and J Enterprises LLC this 17th day of June, 2013.

L AND J ENTERPRISES LLC
a Florida limited liability company

By: [Signature]
Jonathan F. Rapaport, Managing Member

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Jonathan F. Rapaport, as Managing Member of L and J Enterprises, LLC to ~~me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.~~ HAVING PRODUCED A FLORIDA DRIVERS LICENSE FL Dr. License R11642665257.0

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]



[Signature]
Notary Public
Print Name: Joyce A. Spriggs

Executed by the Estates at Juno Beach Homeowner's Association Inc. this 17th day of June, 2013.

ATTEST:

THE ESTATES AT JUNO BEACH
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
LLWyd Ecclestone, Secretary

By: [Signature]
Jonathan F. Rapaport, President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Jonathan F. Rapaport, the President of The Estates at Juno Beach Homeowners Association, Inc. ~~to me well known and known to me to be the person described in~~ Having produced a Florida Drivers License and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed. FL Drivers License
R116-426-65-251-0

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]



[Signature]
Notary Public
Print Name: Joyce A. Spriggs

EXHIBIT "A"

This instrument prepared by
and return to:

Leonard G. Rubin, Esq.
Leonard G. Rubin P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this ____ day of _____, 2013, by Toll FL VI L.P. (hereinafter referred to as "Grantor"), whose address is 3970 West Indiantown Road, Jupiter, Florida 33478, to the Town of Juno Beach (hereinafter referred to as "Grantee"), whose address is 340 Ocean Drive, Juno Beach, FL. 33408.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee and its authorized representatives authority to enter upon the hereinafter described real property of the Grantor at any time to install, test, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect stormwater exfiltration drainage works, lines and appurtenant facilities and equipment in, on, over, under and across said real property. The utility easement herein granted encumbers and is applicable to that strip of real property lying, situate and being in Palm Beach County, Florida, that is more particularly described as follows:

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

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

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


WITNESSES:

Signed, sealed and delivered in the presence of:



Witness Signature
STUART GORDON

Print Name

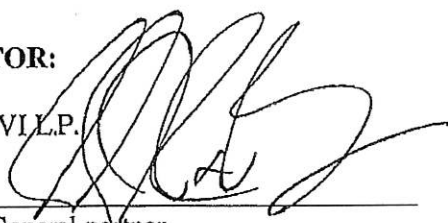


Witness Signature
Fred Pfister

Print Name

GRANTOR:

Toll FL VI L.P.

By: 

General partner

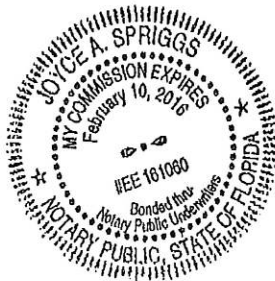
DONALD R. BARNES

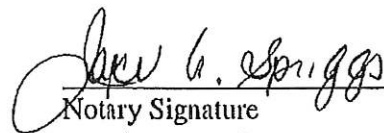
Print Name

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 17 day of June, 2013 by the General Partner of Toll FL VI L.P., who is personally known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein.





Notary Signature
Joyce A. Spriggs

Print Name

EXHIBIT "B"

DESCRIPTION OF EXFILTRATION AREA

Tracts R-1 and R-2 of "THE PRESERVE AT JUNO BEACH" according to the Plat thereof recorded in Plat Book _____ at Page _____, Public Records of Palm Beach County, Florida.

EXHIBIT "C"

Preserve at Juno Beach Detailed Physical Description of Exfiltration Trench Systems

West Side of Project:

The system is composed of the following components shown on Paving, Grading and Drainage Plan Sheets C4.01, C4.02 and detailed on Construction Details Plan Sheet C6.07.; prepared by Kimley-Horn and Associates, Inc.

The first part of the western system starts with drainage structure ST-06; a Type "P" manhole; and connects to ST-09; a Type "P" manhole. The system between these structures is composed of 259 LF of 30" H.D.P.E. storm pipe with 236' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 8.0' (w) x 6.0' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 1.50 and the top of the trench is 7.50.

The second part of the western system starts at ST-09; a Type "P" manhole and ends at ST-11; the control structure for the eastern portion of the project. The control structure is independent of the exfiltration system such that the exfiltration system can be replaced without construction required on the structure. The system between these structures is composed of 120 LF of 30" H.D.P.E. storm pipe with 68' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 8.0' (w) x 6.0' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 1.50 and the top of the trench is 7.50.

East Side of Project:

The system is composed of the following components shown on Paving, Grading and Drainage Plan Sheet C4.03 and detailed on Construction Details Plan Sheet C6.07.; prepared by Kimley-Horn and Associates, Inc.

The first part of the eastern system starts with drainage structure ST-22; a Type "P" inlet; and connects to ST-20, a Type "P" inlet. The system between these structures is composed of 80 LF of 18" H.D.P.E. storm pipe with 58' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 7.0' (w) x 5.5' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 2.00 and the top of the trench is 7.50.

The second part of the eastern system starts with drainage structure ST-20; a Type "P" inlet; and connects to ST-18; the control structure for the eastern portion of the project. The control structure is independent of the exfiltration system such that the exfiltration system can be replaced without construction required on the structure. The system between these structures is composed of 242 LF of 18" H.D.P.E. storm pipe with 199' LF of exfiltration trench, with a 20' break centered on the proposed water main. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 7.0' (w) x 5.5' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 2.00 and the top of the trench is 7.50.