

SECTION III - CONSTRUCTION DOCUMENT SUBMITTALS

Enclosed are copies of the standard documents which may be required by Northern prior to placing a project out to bid. In addition to these documents all permits necessary to perform the work, must be received or sufficiently into the permit process, to ensure that no material modifications to the plans will be required and that all permits and approvals will be received prior to Northern awarding a contract. Drawing standards as indicated within this Section are intended to provide the Project/Consulting Engineers with a uniform and consistent drawing format for Northern Projects. This also provides Northern with required information for subsequent operation, maintenance and permitting activities within each of the Units of Development. A standard certification to Northern is included within this Section.

Note: If a system is to be turned over to another regulatory agency the Engineer shall abide by that agency's standards and details if in conflict with Northern's standards.

A. Draft Surety Protection Letter

[DATE]

Draft Surety Protection Letter

Northern Palm Beach County
Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418
Attention: Executive Director

Re: _____ [name of Contractor]
_____ [name of construction Project]
_____ [Surety Bond No. _____]

Please be advised that _____, as Surety on the above captioned Bond (the "Bond"), hereby consents to and acknowledges payments, including final payment, by Northern Palm Beach County Improvement District (the "Owner") to the Contractor on the above captioned construction project (the "Project"). We also advise that we are aware that the Contractor's requests to the Owner for payment involve or have involved a number of vendors (including subcontractors and material men), some of whom have submitted Notices of Non-Payment and who have or may have claims for non-payment under the Bond.

The undersigned Surety hereby acknowledges its obligation to indemnify and hold harmless the Owner from any and all responsibility in connection with legitimate unpaid obligations of the Contractor arising out of the above captioned construction Project.

This letter confirms that the Bond is in full force and effect and is a confirmation of the Surety's existing responsibility and obligations to the Owner under the Bond. However, it should not be interpreted as any additional undertaking beyond that which the Surety has assumed under the Bond.

Thank you for your consideration in this matter.

B. Site Preparation and Non-Interference Agreement (Last Revision Date: December 5, 2003)

**SITE PREPARATION AND NON-INTERFERENCE AGREEMENT
(UNIT OF DEVELOPMENT NO. __)**

THIS SITE PREPARATION AGREEMENT (the "Agreement") shall be effective as of the _____ day of _____, 20__, (the "Effective Date") and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern"), and _____, (hereinafter referred to as the "Landowner").

W I T N E S S E T H :

WHEREAS, Northern has previously created or is in the process of creating its Unit of Development No. __ and one aspect of its implementation of public works for this Unit of Development is its intent to award a contract to a contractor (the "Contractor") for the installation and/or construction of those works, facilities and improvements described and identified in attached Exhibit "A" (the "Improvements"); and

WHEREAS, the installation and/or construction of the Improvements is dependent upon the Landowner's timely preparation and provision to the Contractor of an acceptable site for the installation and/or construction of the Improvements; and

WHEREAS, the Landowner acknowledges that its failure to timely provide an acceptable site to the Contractor may prevent the Contractor from timely commencing its implementation and/or construction of the Improvements, which may result in the Contractor being entitled to seek reimbursement and/or claims from Northern for damages, including but not limited to economic losses and/or delay damages; and

WHEREAS, the Landowner further acknowledges that any interference by it or its employees, agents or contractors (together the "Landowner Group") with the Contractor's implementation and/or construction of the Improvement or damage by them to any Improvement during or following installation may result in the Contractor being entitled to seek reimbursement and/or claims for damages including but not limited to economic losses, delay damages and/or property damages from Northern.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of consideration for which is hereby acknowledged, Northern and the Landowner agree as follows:

ARTICLE I. RECITALS. The recitals set forth above are hereby deemed true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

ARTICLE II. TERM OF AGREEMENT. The parties agree that this Agreement shall continue in full force and effect from its Effective Date through and including the last date that the Contractor would be entitled to seek claims or damages from or against Northern as a result

of: (A) the Landowners failure to timely provide an acceptable site to the Contractor for the installation and/or construction of the Improvements, (B) as a result of the Landowner Groups interference with the Contractors implementation and/or construction of the Improvements or (C) the Landowner Groups damage to an Improvement.

ARTICLE III. SITE PREPARATION AND PROVISION. The Landowner does hereby agree to timely provide on behalf of Northern and the Contractor an acceptable site in accordance with the timeframes and specifications set forth in attached Exhibit AB@.

ARTICLE IV. NON-INTERFERENCE. The Landowner for itself and the Landowner Group does hereby agree that it and they shall not interfere with the Contractor's implementation and/or construction of the Improvements nor cause any damage to an Improvement during or following same's installation and/or construction.

ARTICLE V. INDEMNIFICATION. If, however, the Landowner or the Landowner Group should, for whatever reason, fail to comply with the requirements set forth in Articles III and IV then in such event the Landowner shall be obligated to indemnify, defend and hold Northern harmless of, from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, judgments, interest, costs and/or expenses (including, without limitation, reasonable attorneys fees and litigation costs if incurred) which are directly or indirectly incurred, arise out of, relate to, or result from such failure.

ARTICLE VI. NOTICE OF CLAIM. Northern does hereby agree that within ten (10) days of its receipt of a written claim from the contractor that any of the conditions above exist or for obligations or damages for which the Landowner has herein indemnified Northern, that it shall provide written notice of such claim to the Landowner.

ARTICLE VII. MISCELLANEOUS.

A. **Notice Format.** All notices required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed by registered or certificated mail (postage prepaid), return receipt requested, to the following addresses:

As to NORTHERN: **Northern Palm Beach County Improvement District**
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Telephone: (561) 624-7830
Facsimile: (561) 624-7839
with a copy to:
Caldwell, Pacetti, et al
One Clearlake Centre
250 South Australian Avenue, Suite 600
West Palm Beach, FL 33401
Telephone: (561) 655-0620
Facsimile: (561) 655-3775

As to LANDOWNER:

B. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

C. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

D. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

E. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

F. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

G. Waiver of Jury Trial. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

H. 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.

I. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

J. Enforcement of Remedies. The failure of any party to insist on the strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights to remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

K. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

L. Attorneys Fees. With the exception of legal expenses which are required to be paid pursuant to above Article V, it is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own attorney's fees and costs, including appellate fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by NORTHERN this _____ day of _____, 20__.

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

[SEAL]

ATTEST:

Secretary

By: _____
Signature

Print

Title

Executed by the LANDOWNER this _____ day of _____, 20__.

By: _____

Exhibit "A"

[Description of Northern Improvements]

Exhibit "B"

[Site Preparations Timeline]

Timeline

Required Site Preparation

C. Irrevocable Standby Letter of Credit (Last Revision Date: December 5, 2003)
IRREVOCABLE STANDBY LETTER OF CREDIT NO.

BENEFICIARY
NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
359 HIATT DRIVE
PALM BEACH GARDENS, FL 33418

ISSUE DATE:
APPLICANT

ISSUING BANK

AMOUNT:

EXPIRATION DATE:

FOR THE ACCOUNT OF _____
WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
IN THE BENEFICIARY'S FAVOR FOR AN AMOUNT NOT EXCEEDING IN
THE AGGREGATE USD \$ _____ (_____ U.S.
DOLLARS) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT BEARING
THE CLAUSE, "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO.
AND ACCOMPANIED BY:

- 1.) A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "A" ATTACHED HERETO, APPROPRIATELY COMPLETED.

SPECIAL CONDITION:

THE AMOUNT AVAILABLE FOR DRAWING(S) HEREUNDER MAY BE REDUCED BY THE ISSUING BANK UPON THE ISSUING BANK'S RECEIPT OF A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "B" ATTACHED HERETO, APPROPRIATELY COMPLETED.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL EXPIRE ON THE EARLIER TO OCCUR OF:

A.) _____, 20 ____

OR

- B.) THE DATE UPON WHICH WE RECEIVE A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "C" ATTACHED HERETO, APPROPRIATELY COMPLETED.

PAGE TWO OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT, TOGETHER WITH THE ATTACHED ANNEXES "A", "B" AND "C", SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE HEREBY AGREE THAT EACH DRAFT DRAWN AND PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED BY US IF PRESENTED TO US AT OUR OFFICE LOCATED AT:

ADDRESS: _____

ATTENTION: _____

DURING REGULAR BUSINESS HOURS ON ANY DATE OR DATES ON OR BEFORE THE EXPIRATION DATE WITH THE CUTOFF TIME FOR PRESENTATION OF DRAFTS ON SAID EXPIRATION DATE TO BE 3:00 P.M. LOCAL TIME.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS: (CURRENT REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS AVAILABLE BY SIGHT PAYMENT AT THE COUNTERS OF THE (name and address of Bank Branch).

BANK AUTHORIZED SIGNATURE

TITLE

PAGE THREE OF IRREVOCABLE STANDBY LETTER OF CREDIT NO.

ANNEX "A"

RE: (name of bank) Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies _____ to _____
Bank
with reference to Irrevocable Standby Letter of Credit No. _____ issued by _____ Bank in favor of the undersigned Beneficiary that:

- (1) The undersigned has approved for payment invoice(s) received by it in respect to construction or implementation of Improvements pursuant to that particular project identified as _____

- (2) The undersigned has forwarded such invoices(s) to the Applicant of the Irrevocable Standby Letter of Credit No. _____ and payment of such invoice(s) has not been remitted in full within ten (10) business days after the due date of such invoices(s).
- (3) (A) The amount of the approved and unpaid invoice(s) which is/are due and payable on the date of this Annex "A" is \$ _____, and
(B) The draft accompanying this Annex "A" is in such amount.
- (4) Upon our receipt of the amount demanded by this Annex "A",
 - (A) We will apply the same directly to the payment of the approved and unpaid invoice(s) referred to in paragraph (3) of this Annex "A", and
 - (B) No portion of said amount will be applied by us for any other purpose.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "A" as of the _____ day of _____, 20____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

Print Name

President

Title

(DISTRICT SEAL)

END OF ANNEX "A"

PAGE FOUR OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ANNEX "B"

RE: *(name of bank)* Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies to _____ Bank with respect to the above referenced Irrevocable Standby Letter of Credit No. _____ that a progress payment has been paid by *(name of Applicant)* to Northern Palm Beach County Improvement District in the amount of _____ (\$ _____ U.S.D). Therefore, Irrevocable Standby Letter of Credit No. _____ should be reduced by an amount equal to the hereinabove specified paid progress payment amount.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "B" as of the ____ day of _____, 20 ____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____
Signature

Print Name

President

Title

(DISTRICT SEAL)

END OF ANNEX "B"

PAGE FIVE OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ANNEX "C"

RE: (*name of bank*) Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies to _____ Bank with reference to Irrevocable Standby Letter of Credit No. _____ issued by _____ Bank in favor of the undersigned, that Northern Palm Beach County Improvement District hereby agrees to its cancellation.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "C" as of the ____ day of _____, 20 ____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

Print Name

President

Title

(DISTRICT SEAL)

END OF ANNEX "C"

D. Blanket Water Management Easement (Last Revision Date: December 5, 2003)

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

ISSUE DATE:

BENEFICIARY

APPLICANT

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
359 HIATT DRIVE
PALM BEACH GARDENS, FL 33418

ISSUING BANK

AMOUNT:

EXPIRATION DATE:

FOR THE ACCOUNT OF _____
WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
IN THE BENEFICIARY'S FAVOR FOR AN AMOUNT NOT EXCEEDING IN
THE AGGREGATE USD \$ _____ (_____ U.S.
DOLLARS) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT BEARING
THE CLAUSE, "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO.
AND ACCOMPANIED BY:

- 1.) A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "A" ATTACHED HERETO, APPROPRIATELY COMPLETED.

SPECIAL CONDITION:

THE AMOUNT AVAILABLE FOR DRAWING(S) HEREUNDER MAY BE REDUCED BY THE ISSUING BANK UPON THE ISSUING BANK'S RECEIPT OF A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "B" ATTACHED HERETO, APPROPRIATELY COMPLETED.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL EXPIRE ON THE EARLIER TO OCCUR OF:

A.) _____, 20 ____
OR

- B.) THE DATE UPON WHICH WE RECEIVE A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "C" ATTACHED HERETO, APPROPRIATELY COMPLETED.

PAGE TWO OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT, TOGETHER WITH THE ATTACHED ANNEXES "A", "B" AND "C", SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE HEREBY AGREE THAT EACH DRAFT DRAWN AND PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED BY US IF PRESENTED TO US AT OUR OFFICE LOCATED AT:

ADDRESS: _____

ATTENTION: _____

DURING REGULAR BUSINESS HOURS ON ANY DATE OR DATES ON OR BEFORE THE EXPIRATION DATE WITH THE CUTOFF TIME FOR PRESENTATION OF DRAFTS ON SAID EXPIRATION DATE TO BE 3:00 P.M. LOCAL TIME.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS: (CURRENT REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS AVAILABLE BY SIGHT PAYMENT AT THE COUNTERS OF THE (name and address of Bank Branch).

BANK AUTHORIZED SIGNATURE

TITLE

ANNEX "A"

RE: (name of bank) Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies _____ to

Bank

with reference to Irrevocable Standby Letter of Credit No. _____ issued by _____ Bank in favor of the undersigned Beneficiary that:

- (1) The undersigned has approved for payment invoice(s) received by it in respect to construction or implementation of Improvements pursuant to that particular project identified as _____
- (2) The undersigned has forwarded such invoices(s) to the Applicant of the Irrevocable Standby Letter of Credit No. _____ and payment of such invoice(s) has not been remitted in full within ten (10) business days after the due date of such invoices(s).
- (3) (A) The amount of the approved and unpaid invoice(s) which is/are due and payable on the date of this Annex "A" is \$_____, and
(B) The draft accompanying this Annex "A" is in such amount.
- (4) Upon our receipt of the amount demanded by this Annex "A",
(A) We will apply the same directly to the payment of the approved and unpaid invoice(s) referred to in paragraph (3) of this Annex "A", and
(B) No portion of said amount will be applied by us for any other purpose.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "A" as of the _____ day of _____, 20____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

(DISTRICT SEAL)

Print Name

President

Title

END OF ANNEX "A"

PAGE FOUR OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ANNEX "B"

RE: (*name of bank*) Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies to _____ Bank with respect to the above referenced Irrevocable Standby Letter of Credit No. _____ that a progress payment has been paid by (*name of Applicant*) to Northern Palm Beach County Improvement District in the amount of _____ (\$ _____ U.S.D). Therefore, Irrevocable Standby Letter of Credit No. _____ should be reduced by an amount equal to the hereinabove specified paid progress payment amount.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "B" as of the ____ day of _____, 20 ____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____
Signature

Print Name

President
Title

(DISTRICT SEAL)

END OF ANNEX "B"

PAGE FIVE OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ANNEX "C"

RE: (*name of bank*) Irrevocable Standby Letter of Credit No. _____.

The undersigned representative of Northern Palm Beach County Improvement District hereby certifies to _____ Bank with reference to Irrevocable Standby Letter of Credit No. _____ issued by _____ Bank in favor of the undersigned, that Northern Palm Beach County Improvement District hereby agrees to its cancellation.

In witness whereof, the undersigned, as an authorized representative of Northern Palm Beach County Improvement District, has executed and delivered this Annex "C" as of the ____ day of _____, 20 ____.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

Print Name

President

Title

(DISTRICT SEAL)

END OF ANNEX "C"

**E. High Level Maintenance Agreement
(Prepared by Northern’s General Counsel)**

F. Electronic File Standards

1. CADD Standards

- AutoCAD 2000 or newer software.

- DWG file format. (AutoCAD 2000 or newer)

- Coordinate System shall be based on the North American Datum 1983
 - (NAD83) – (1990 Adjustment,) – Florida East Zone with Units in Feet.

 - Elevation shall be based on NGVD 29 (Feet).

- Layering Policy
 - It is mandatory that all CAD drawings be assembled with a layer for each specific item group, such as: Lot lines, utility easements, drainage easements, conservation areas, water management tracts etc. A “translation” file should accompany the drawing file if the layer names are not intuitive. Additionally Northern has an adopted layer standards that may be used if the consultant chooses.

 - Items specifically granted to Northern shall be placed on separate layers, which begin as follows: NPBCID Drainage Easement, NPBCID Access Easement, NPBCID Pump Station Tract etc.

- Text format/font - Standard default text for AutoCAD such as Simplex, Romanesque, (AutoCAD provided fonts) may be used. Custom fonts shall not be used.

- Pen assignments – a CTB file of pen assignments shall be submitted with each drawing file.

- Final AutoCAD drawings shall be converted to an Adobe PDF portable document format and submitted with digital drawing files.

- Units – English units using decimal feet. Angular measurement shall be in surveyor units (i.e. N75° 20’ 30”E).

- File transfer - CD ROM unless otherwise approved.

• Aerials shall be in TIFF format with an accompanying World File, Florida State Plane Coordinate System 1983 (1990 Adjustment). Northern has the latest Palm Beach County aerials on file. Please contact the District Engineer if these files are needed.

G. Drawing Standards

1. Cover Sheet shall include the following information
 - a. Project Name
 - b. Vicinity Map
 - c. Location Map
 - d. Sheet Location Map (may be provided on a separate sheet)
 - e. Index of Sheets
 - f. Drawing Number
 - g. Revisions – Description and Date
 - h. Unit # _____ NPBCID Project # _____
 - i. NPBCID Name in Title
 - j. NPBCID Engineering Certification Note (See Section H)
 - k. Underground Utility Location Detail (Sunshine Note)

2. General Information shall be shown on all sheets
 - a. Scale
 - b. North Arrow
 - c. Key Maps
 - d. Title Block/Border on Each Sheet
 - e. Legend
 - f. Show Easements/Tract/Right-of-Way Boundaries
 - g. Minimum 1 Benchmark
 - h. Sheet Number
 - i. Date

3. Project Information Specific to the Development and Unit of Development (may be shown on several sheets)
 - a. Developer
 - b. Unit Boundary/Project Boundary
 - c. Improvements (Bonded)
 - d. Ultimate Ownership
 - e. Earthwork (Excavation and Embankment)
 - f. Haul Routes
 - g. Stock Pile Areas
 - h. Dewatering Plan (if necessary)
 - i. Special Construction Considerations
 - (1) Preserves
 - (2) Conservation Areas
 - (3) NPDES (general details)
 - (4) General Notes

4. Master Geometry/Horizontal Control Sheet shall be included for each Project and include Vertical Control (source of benchmark and location should be shown) and Benchmarks (minimum of 2 per project).
5. Master Paving & Drainage Plan shall include:
 - a. Basin area, acreage
 - b. Primary system
 - c. Interconnects
 - d. Control structures/pump stations
 - e. Basin information in table form
 - (1) Maximum/minimum finished floor
 - (2) Maximum/minimum road crown
 - (3) Minimum property line elevation
 - (4) Control elevation
 - (5) Basin divide location and elevation
 - (6) Drainage area map
 - f. Pump station operation protocol (as applicable)
6. Paving and Drainage Plans shall include:
 - a. Existing and proposed elevations
 - b. Existing and proposed structures
 - c. Property line should be bold
 - d. Label adjacent lots, streets, buildings, etc.
 - e. All existing features should be shown different than proposed features (i.e., dashed or screened lines)
 - f. Benchmark
 - g. Either station/offset or northing/easting coordinates on all proposed features
 - h. Details and design criteria consistent with local governing agencies.
 - i. Lake/retention area cross sections
7. Water and Wastewater shall be in accordance with the applicable utility provider.

H. General Requirements

1. All construction-drawing sheets shall be 24" by 36".
2. Final drawings shall be on reproducible media.
3. One set of 11"x 17" and one set of 24" x 36" size drawings of the final construction plans shall be provided to the District. The 11" x 17" plan is to be plotted to scale and all notes and text legible.

4. Electronic drawing files refer to AutoCAD Standards and Layering Policy. See Section III, F.
5. Upon completion of work, the Project/Consulting Engineer shall provide final record information to the District in an electronic format. See Section III E.
6. Design of Roads shall comply with the current edition of the Florida Department of Transportation's Design Standards.
7. All Signing and Pavement Markings shall be in accordance with Palm Beach County Typical T-P-99-001 (latest edition) and the Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
8. All drainage systems shall be designed and constructed for ultimate thoroughfare requirements.

I. Certification to Northern

The following Statement of Certification must be included on the cover sheet of the construction plans and signed and sealed by the Design Engineer.

"The undersigned does hereby certify (the term "certify" is used as defined in Chapter 61G15-18.011(4) Florida Administrative Code) in favor of Northern Palm Beach County Improvement District that, in my professional opinion, these plans comply with the requirements of Northern Palm Beach County Improvement District and other applicable governmental entity(s) requirements. Northern Palm Beach County Improvement District is hereby authorized and entitled to rely upon same for construction of public improvements."