

## **EXHIBIT "E"**

### **MEMORANDUM OF DEVELOPER AGREEMENT**

BY DEVELOPER AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.
2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.



WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.  
My Commission Expires:

JOINDER AND CONSENT OF PROPERTY OWNER  
(If other than Developer)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

PROPERTY OWNER:

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.  
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

MORTGAGEE:

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.  
My Commission Expires:

PROPERTY DESCRIPTION

EXHIBIT "A"