

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	December 5, 2006	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: closing documents relating to the purchase and sale of the Village of Royal Palm Beach's utility system.

Summary: On February 28, 2006, the Board approved the purchase of the Village of Royal Palm Beach's utility system and authorized the Chairman to execute any and all documents necessary to carry out the closing of the purchase and sale agreement (2006-0410). On April 27, 2006, the Board's Chairman and the Village's Mayor executed the required documents.

District 6 (MJ)

Background and justification: At the April 27, 2006, closing the Chairman of the Board of County Commissioners and the Mayor of the Village of Royal Palm Beach executed certain documents required for the closing. The documents include the Transition Agreement, Warranty Deed, Bill of Sale, Assignment of Easements, Affidavit of Owner, Seller's No Lien Affidavit, Assignment of Warranties, Assignment and Assumption of Developer Agreements, Assignment and Assumption of Interlocal Agreements, Assignment of Access Agreement, Certificate of Palm Beach County, Certificate of Royal Palm Beach, Closing Statement, and Village Resolution No. 06-09 pertaining to site plan approval for a water treatment plant and wastewater pump station. These documents are being presented to the Board to receive and file into the public record.

Attachments:

1. Transition Agreement
2. Warranty Deed
3. Bill of Sale
4. Assignment of Easements
5. Affidavit of Owner
6. Seller's No Lien Affidavit
7. Assignment of Warranties
8. Assignment and Assumption of Developer Agreements
9. Assignment and Assumption of Interlocal Agreements
10. Assignment of Access Agreement
11. Certificate of Palm Beach County
12. Certificate of the Village of Royal Palm Beach
13. Closing Statement
14. Village Resolution No. 06-09
15. Location Map

Recommended By: Leisha L. Pica 11/27/06
 Department Director Date

Approved By: [Signature] 11/27/06
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund Dept Unit Object

Is Item Included in Current Budget? Yes No Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Department Fiscal Review: Debra M. Vest

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Elizabeth Bresser 11/29/06
OFMB
am 11-29-06
(Handwritten initials and date)

Dr. J. Jones 11/30/06
Contract Development and Control
E. Jones 11/30/06

B. Legal sufficiency:
 11/30/06
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT ("Agreement") is made and entered into as of the 27th day of April, 2006, by and between the Village of Royal Palm Beach, a Florida municipal corporation ("Village"), and Palm Beach County, Florida, a political subdivision of the State of Florida ("County").

WHEREAS, Assignor and Assignee have entered into that certain Agreement for Purchase and Sale of Water and Wastewater Assets dated February 28, 2006 ("Purchase Agreement");

WHEREAS, the parties desire to provide for the smooth transition of utility services and for certain post-closing matters, as set forth below.

WHEREAS, in order to provide for the smooth transition of utility services and for certain post-closing matters, as set forth below, the parties desire to enter into this Agreement.

NOW, THEREFORE, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Use of Village Property. The Village shall make available for use by the County a four mile strip of land more particularly described in **Exhibit "M"** to the Purchase Agreement, which is also attached hereto, for the purpose of the County constructing up to 15 Floridan Aquifer water withdrawal wells. The parties understand that this strip of land is currently subject to an easement in favor of Florida Power & Light (hereafter "FP&L") and the Village shall assist the County in obtaining FP&L's consent to the use of such land if the easement granted is an exclusive easement in favor of FP&L or if FP&L otherwise objects to the County's use of the strip of land. If the County is unable to use the FP&L easement for water well withdrawal purposes, the Village shall consent to the use by the County of the 200 foot wide by 4,000 foot long strip of land through which State Road 7 extends for such purposes, said lands depicted as parcel numbers 72 41 43 14 0203 00010 and 72 41 43 14 0101 90010.

2. Fill of Proposed Pump Station. As soon as practicable after the Closing Date, the Village shall take appropriate steps to fill in the proposed pump station site. In so doing, the Village shall use fill materials suitable for construction of large buildings and water-bearing structures. Structural fill shall be gravel, sandy gravel or gravelly sand free

of organic material, loam, wood, trash and other objectionable material. The fill shall be 100 percent finer than a four-inch sieve and no more than seven percent finer than a No. 200 sieve. All materials shall be placed in six-inch lifts and properly compacted. Fill shall not be placed and compacted when materials are too wet to properly compact (no more than three percentage points above the optimum moisture content) and each layer of fill and the top 12-inches shall be compacted to 95 percent modified proctor (ASTM D1557). Core samples and copies of all density testing results shall be provided to the County.

3. Use of Village Property. The Village shall cooperate with the County as to the use of Village property, privileges, easements, licenses and/or prescriptive rights for the construction, reconstruction, installation, maintenance and operation of the Utility Systems following the Closing Date; however, nothing in this section is intended to affect or modify the provisions of Section 337.403, Fla. Stat., regarding relocation of utilities in any public right-of-way or easement.

4. Employment of Village Employees. The County shall offer employment to all Village utility personnel as identified by the Village, subject to the paragraph immediately below. Such employment shall be conditioned upon the employee's meeting the necessary legal requirements for County employment, and the County completing the necessary background and substance abuse checks. Such employment shall be at or above their existing salaries and such employees shall receive equal credit with the County for years of Village service for purposes of calculating employment benefits, e.g. vacation time and sick leave, but not retirement all as determined as of the Closing Date. The salary and benefits of key Village utility personnel to be included but not limited to the Utilities Director, shall be determined and agreed upon in writing prior to the Closing Date. The Village's Director of Utilities shall remain employed by the Village until October 2, 2006 and, thereafter, shall become a County employee. The Village shall be responsible for all obligations for all Village utility personnel for accrued retirement, sick leave, vacation, workers compensation claims, and all other employment related claims all as accrued during employment by the Village. The Village and the affected employees shall continue contributing existing costs/contributions in accordance with present Village policies for paying health insurance costs (COBRA or otherwise) during the County's waiting period for a time frame of no longer than 90 days. The County shall start Village employees with 40 hours of annual leave or vacation time, whichever is applicable.

County and Village acknowledge that one Village employee (L.T. Moore) is on long-term disability and will not be offered County employment until released by his physician and cleared by the County's Occupational Health Clinic for employment as a

Water Treatment Plant Operator II with the County. County agrees to hold the position open until July 31, 2006, after which time, the County shall have no further obligation to place him in a County position.

5. Abandonment of Wastewater Treatment Plant and Related Matters. On or before June 30, 2007 or when the County diverts the wastewater flow to its own facilities, whichever first occurs, the County shall abandon the Village's Wastewater Treatment Plant. Notwithstanding the foregoing, the County may continue to use and operate at its expense the Village's Water Treatment Plant until such time as the County completes construction of its regional water plant, for a period not to exceed ten years from the Closing Date, whichever first occurs or until such other time as the parties may agree. Upon the County's abandonment of a Village Plant, the Village shall, at its own expense, decommission the Plant.

6. Emergency Generators. The County and Village are both responsible for the health, safety and welfare of their residents during hurricanes and other civil emergencies. A total of fifty-two (52) wastewater pump stations are currently located within the Village's Retained Utility Service Area ("Village Area"). Power outages that occur during hurricanes and other emergencies require operation of a system of emergency generators at wastewater pump stations in order that wastewater not back up into streets, swales and the homes of residents. The County shall assign emergency generators to pump stations within the Village Area as set forth below. The Village shall provide the staffing to assist the County in operating these generators during emergencies as set forth below.

The Village currently has two (2) stationary and eleven (11) portable generators in inventory for use as backup power for the fifty-two (52) existing lift stations within the Village Area. The Village's wastewater system was constructed as a cascading flow network of lift stations. Based upon previous experiences, the Village has developed a generator staging and rotation program ("Program") utilizing a total of twenty-five (25) emergency generators. The Program requires nineteen (19) emergency generators to be stationed at lift stations 1, 5, 7, 11, 12, 13, 15, 19, 21, 24, 27, 28, 32, 33, 34, 37, 39, 46 and 47, as shown on **Exhibit "L"** to the Purchase Agreement, which is also attached hereto. These nineteen (19) generators shall be placed at the identified lift stations prior to June 1st of each year beginning in 2007 for operation during hurricane season. The County may remove these generators for maintenance and storage at its discretion in November of each year. The Program also requires six (6) portable generators to accommodate flows from the remaining lift stations.

The County shall pay the cost required to fully equip the Program with twelve (12) additional emergency generators. The County will purchase six (6) additional emergency generators within twelve (12) months of the execution date of this Agreement. The County shall purchase an additional six (6) generators to be dedicated for primary use within the Village Area within twenty-four (24) months after the date of this Agreement. The twelve (12) new and thirteen (13) existing generators shall be for use primarily within the Village Area and shall not be deployed to another location while there is a need for backup power at lift stations within the Village Area.

The County shall train Village personnel on the operation and refueling of the portable generators during a state of emergency. The Village shall assign the appropriate number of personnel to handle an emergency and suitable trucks during a state of emergency to operate or refuel emergency generators within the Village Area. The Village acknowledges that the operation of these emergency generators requires Village staff to enter upon County property and to operate the County's equipment ("Facilities"), both for training purposes and during emergency events. The Village's use of the Facilities shall be limited to emergency situations that require operation of the Facilities or for training of Village personnel for same. Village personnel shall not operate the Facilities without the express permission of one of the following County officials: the Director, Deputy Director, or Assistant Director of Palm Beach County Water Utilities Department ("PBCWUD"), the Director of Lines Operation and Maintenance of PBCWUD or the Director of PBCWUD's Emergency Operation Center. Where possible, this request to enter upon or operate the County Facilities shall be made and responded to in writing; however, it is recognized that during an emergency situation it may only be possible to rely on verbal communications between the parties. Notwithstanding anything to the contrary contained herein, the County's permission to operate the facilities shall be deemed granted on and after June 1 through November 30 each calendar year.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Village shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Village's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

7. Billing for Garbage/Trash Collection. The County will bill for the Village's garbage and trash collection services on the water/wastewater bill to the individual

customers within the Village and remit same to the Village, including all utility taxes. In consideration for performing this service, the County shall withhold and receive one percent (1%) of the monies collected for garbage and trash collection services and due to the Village as a collection fee. The County shall have no obligation to take any steps to collect monies due for garbage and trash service except to act as a collection agent for the Village, nor shall the County disconnect water or wastewater service if a customer fails to pay any or all of a garbage and trash bill. Monies received by the County from a customer shall first be applied to payment of the water and wastewater portion of the bill and the remainder, if any, shall then be applied to the garbage and trash service component of the bill.

8. Filling of Plant Site. The percolation pond situated on the Conveyed Plant Site shall be filled by the Village to a minimum elevation of 18.5 feet no later than June 15, 2009 or within two years from the date the sewer plant is decommissioned. The fill materials and related requirements shall be the same as the requirements set forth in Section 2 of this Agreement above.

9. Transfer of Permits. The Village and the County shall cooperate with each other with respect to the preparation, filing and processing of all assignment or transfer of permits necessary to operate the Utility System, as that term is defined in the Purchase Agreement.

10. Use of Village Facilities. The County may utilize the Village's facilities and computer billing system for up to 90 days after the date of this Agreement so that the County may fully transfer the Village's customer records to the County's billing system. With the first bill issued after the date of this Agreement, the County shall deliver a written notice to each customer that the Utility Systems have been transferred to the County.

11. County Purchase of Accounts Receivable. In order to facilitate an orderly transition of customer billing, the Village will produce an Accounts Receivable listing as of April 27th, including all final billings, within five days of the Closing Date, and the County will purchase all receivables not in collection status less 1% as an allowance for uncollectible accounts. The County will pay the Village for such receivables within fifteen working days of being provided the listing. Thereafter, any collections from these receivables will belong to the County. Likewise, the County will collect the revenue from the first County billing and remit to the Village by June 15 that portion of the revenue attributable to services provided prior to the Closing Date, except for all garbage fees and municipal service taxes, which will be paid to the Village in accordance with existing agreements. The allocation will be based on the number of days in the billing cycle inclusive of the Closing Date. The number of days prior to and including the closing date will be compared to the total days in the billing period and that ratio will be the basis for the allocation. There will be no attempt to allocate actual consumption during those days. For

Guaranteed Revenue billings, the County will continue to bill the developers on a monthly basis, but at County rates. Any funds received by the County for amounts billed by the Village through and prior to the month of April will be remitted to the Village by the end of the month following the month of collection. All other funds received as Guaranteed Revenue will be the property of the County.

12. Customer Deposits and Accrued Interest. In accordance with Section 3.8 of the Purchase Agreement, cash sums which represent the Utility Systems customers' water and wastewater service security deposits held by the Village shall be transferred with accrued interest as a credit at Closing to the County. However, this amount will not include those deposits returned to Customers whose accounts will have been finalized on the Village's final billing. Therefore, the County agrees to reimburse the Village for such returned deposits within fifteen (15) days after the Closing Date.

13. Vehicles. County and Village acknowledge that two (2) vehicles which were to be transferred to the County are inoperable (a 1998 Ford F-150, VIN# 1FTZF1725WNA93869 and a 1999 Ford Ranger VIN# 1FTYR14V8XPA75423). In lieu of these vehicles, Village agrees to transfer one (1) 2006 Ford Ranger (VIN# 1FTYR44U36PA65051) to the County. In addition, another vehicle (a 1996 Ford F-250, VIN# 1FTHF25H6TLB93575) has been totaled in an accident. County agrees to accept assignment of the insurance proceeds from the accident in lieu of delivery of the damaged vehicle.

14. Lift Station Easement. As soon as reasonably practical after Closing, the Village shall deliver to the County all necessary easements with respect to the lift station related to the water treatment plant.

15. Cross Access Agreement. The parties agree that the Village needs access to the remaining land surrounding the Conveyed Plant Site and this is contemplated by the conditions of approval with respect to the approved site plan. Although the Village has recorded a plat that reflects a reserved access in this regard with dimensions of 60 feet x 140 feet, and such a reservation is contained in the Warranty Deed delivered to the County of even date herewith, the parties expressly agree, as contemplated by the conditions of approval of the approved site plan, to enter into a Cross Access Agreement (and to execute such other necessary documents) that reduces the size of the Village's access to the minimum amount necessary, which includes a reduction in both length and width (width to be no greater than 40 feet), and to include therein that the County will be responsible for maintenance of the access area; however, the Village shall be responsible for damage caused thereto beyond ordinary wear and tear and for injury sustained thereon if caused by Village negligence. The foregoing documents shall be recorded in the public

records of Palm Beach County and shall serve to modify the plat recorded by the Village and the reservation contained in the Warranty Deed delivered by the Village to the County. The parties acknowledge that they would have prepared and executed the foregoing documents in advance of Closing; however, time did not permit their preparation.

16. Survival of Agreements. The parties have included some, but not all of the agreement between them contained in the Purchase Agreement. The agreements set forth herein primarily relate to the transition of ownership from the Village to the County. The County and the Village acknowledge and agree that other agreements contained in the Purchase Agreement (such as, but not limited to, the County's rate covenant set forth in subsection 4.3 thereof) were excluded from this agreement but nevertheless survive the closing of the transaction contemplated by the Purchase Agreement as set forth in section 24 thereof.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Village and County have executed this Agreement.

ATTEST:

Diane DiSanto
Diane DiSanto, Acting Village Clerk

**VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation**

BY: David A. Lodwick
David A. Lodwick, Mayor

Approved as to form and legality:

Thomas A. Cloud
Thomas A. Cloud, Special Counsel for the
Village of Royal Palm Beach

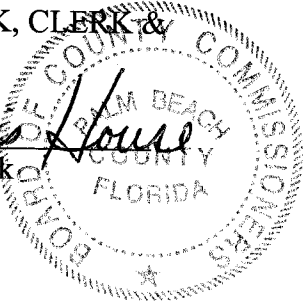
Date: APRIL 26, 2006

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

BY: Phyllis House
Deputy Clerk

(Seal)



**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: Tony Masilotti
Tony Masilotti, Chairman

Date: 4/27/06

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

[Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: Bud Beaman
Director of Water Utilities

Exhibit L

**Map depicting the Emergency Generator Lift Station locations for the
Emergency Generator Program.**

Exhibit L

Lift Station Locations

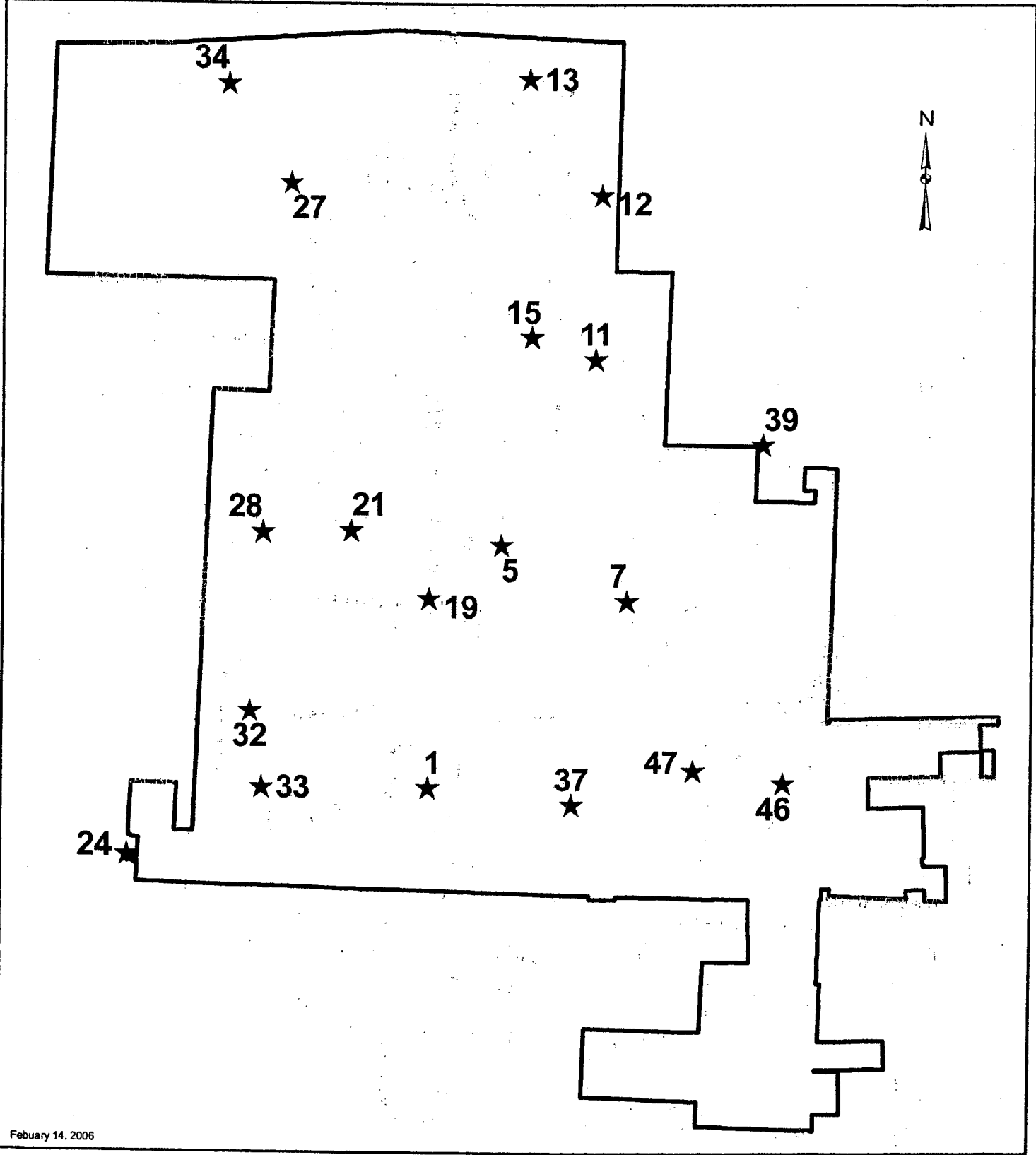


Exhibit M

**Interlocal agreement identifying property available for County Potable
Water Wells**



Village of Royal Palm Beach, Florida

1050 Royal Palm Beach Boulevard, Suite 100, Royal Palm Beach, Florida 33411
Telephone: (561) 705-5000 Fax: (561) 705-5001 E-mail: info@village.palmbeach.com

Mayor: www.village.palmbeach.com

EXHIBIT M

December 7, 2005

Mr. Steve Carrier, P.E.
Palm Beach County
Department of Engineering & Public Works
P. O. Box 21229
West Palm Beach, FL 33416-1229

**Re: Interlocal Agreement
Persimmon Boulevard South Extension from 110th Avenue
North to Okeechobee Blvd - PBC Project No. 98500
Okeechobee Boulevard (8 laning) from Royal Palm Beach High
School Entrance to SR7 - PBC Project No. 2000503A1**

Dear Mr. Carrier:

Confirming our telcon today, please find enclosed five (5) copies of subject Interlocal Agreement executed by the Mayor as approved by the Village Council sitting in regular session on December 1, 2005.

As soon as the minutes for the meeting are approved by Council in January, I will forward a certified copy to your attention to complete this file.

Sincerely,

Mary Anne Gould
Village Clerk

Cc: Village Engineer

David Lodwick
Mayor

Fred Pardo
Vice Mayor

Carriela Starace
Commissioner

David R. Swift
Councilman

Matty Mattioli
Councilman

David B. Farber
Village Manager



Department of Engineering
and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Tony Masiotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

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November 15, 2005

Mr. Ray Liggins, P.E.
Village Engineer
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

RE: Interlocal Agreement
Persimmon Boulevard South Extension from
110th Avenue North to Okeechobee Boulevard - PBC Project No. 98500
Okeechobee Boulevard (8 laning) from Royal Palm High School
Entrance to S.R. 7 - PBC Project No. 2000503A1

Dear Ray:

I am enclosing five (5) copies of the Interlocal Agreement for the above referenced projects.

Please DO NOT fill in the date of the contract. The date of the contract shall be completed by our staff upon execution by the Palm Beach County Board of County Commissioners. A fully executed copy will then be forwarded to you for your files.

In addition to returning the five signed original agreements, please forward either:

- An original Commission resolution that authorizes the execution of the Interlocal Agreement, or
- A certified copy of the minutes of the Commission meeting at which this agreement was approved for execution.

Thank you and the Village for your continued cooperation. Should you have any questions, contact me at (516) 684-4078.

Sincerely,

Steve Carrier, P.E.
Five Year Road Program Manager
Roadway Production Division

Attachment

SC:glk

cc: Project & Reading Files

cc: Omelio A. Fernandez, P.E., Director Engineering and Public Works

F:\ROADWAY\SC\98500\RayLiggins 11-15-2005.doc

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2005, between PALM BEACH COUNTY, a political subdivision in the State of Florida (herein referred to as "COUNTY") and the VILLAGE OF ROYAL PALM BEACH, a municipal corporation of the State of Florida (hereinafter referred to as "VILLAGE").

WITNESSETH:

WHEREAS, the COUNTY plans to construct the Persimmon Boulevard South Extension from 110th Avenue North to Okeechobee Boulevard (herein referred to as the "Persimmon Extension Project") with said design plans nearing completion; and

WHEREAS, a portion of the adopted alignment for the Persimmon Extension Project requires property owned by the VILLAGE [three (3) parcels with a total of 21.47 acres]; and

WHEREAS, the Persimmon Extension Project also requires drainage easements over property owned by the VILLAGE [two (2) parcels with a total of 22,687 square feet] for piping to positive outfall at two (2) locations into the VILLAGE canal system; and

WHEREAS, the Persimmon Extension Project proposes a wet detention area [one (1) parcel consisting of 21.40 acres] just south and east of Madrid Street (herein referred to as the "Persimmon Extension Pond"), and the VILLAGE desires ownership of the pond for a possible future park/overlook area; and

WHEREAS, the Persimmon Extension Project proposes a berm along the west side adjacent to the VILLAGE and the VILLAGE desires to further enhance the berm area so that the COUNTY will now cede its landscaping obligation to the VILLAGE, who plans to install landscaping and irrigation within the berm area and within the Persimmon Extension Pond (herein referred to as the "Persimmon Extension Landscaping"), and

WHEREAS, the COUNTY also plans to widen Okeechobee Boulevard from six (6) lanes to eight (8) lanes from the Royal Palm Beach High School to State Road 7 (herein referred to as the "Okeechobee Project"); and

WHEREAS, the VILLAGE has specific requests regarding the design/construction of the Okeechobee Project; and

WHEREAS, the VILLAGE also plans to install landscaping and irrigation within the Okeechobee Project (herein referred to as the "Okeechobee Landscaping"), and

WHEREAS, the VILLAGE will be responsible for the perpetual maintenance of the Persimmon Extension Landscaping and the Okeechobee Landscaping (herein referred to as the "Improvements") and the Persimmon Extension Pond; except for littoral zone planting, if required, which shall be the responsibility of the COUNTY, and

WHEREAS, the COUNTY believes that these efforts by the VILLAGE serve a public purpose in the enhancement of the appearance of these thoroughfare roadways and wishes to support the VILLAGE efforts by providing monetary assistance; and

WHEREAS, the COUNTY and VILLAGE are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: RECITALS

- 1.1 The foregoing recitals are true, correct and are incorporated herein.

SECTION 2: COUNTY OBLIGATIONS

- 2.1 Regarding the Persimmon Extension Project, the COUNTY agrees to:
- 2.1A Construct the Persimmon Extension Project in substantial accordance with the plans as referenced by County Project #1998500, dated October 7, 2005, with construction commencing within five (5) years from the date of execution of this Agreement by both parties.
- 2.1B Construct the Persimmon Extension Pond and associated drainage improvements and remove all surplus materials from the site.
- 2.1C Sod the banks of the Persimmon Extension Pond and install and maintain littoral zone plantings if required, by the South Florida Water Management District or the County Department of Environmental Resource Management, or

any other jurisdictional agency.

2.1D Deed to the VILLAGE the Persimmon Extension Pond (identified as Exhibit A) after construction is completed and accepted by the COUNTY. The COUNTY shall retain a drainage easement over the entire Persimmon Extension Pond parcel, giving the COUNTY the right, but not the obligation, to maintain same, except for the littoral zone plantings, if any, which are the perpetual maintenance obligation of the COUNTY.

2.1E Maintain all underground piping and drainage structures within the drainage easements required for the Persimmon Extension Project.

2.2 Regarding the Okeechobee Project, the COUNTY agrees to:

2.2A Construct a six (6) foot sidewalk on the north side and an eight (8) foot sidewalk on the south side.

2.2B Flatten out the roadside swales and use the swales for conveyance only and not for water quality nor water quantity purposes.

2.2C Construct irrigation sleeves for the median pervious areas.

2.2D Construct median curb and gutter from Wildcat Way to State Road 7.

2.2E Construct outside curb and gutter on both sides from Courtney Village (Sta. 47) to State Road 7 (Sta. 57).

2.2F Construct a median that is crowned with 2% slopes from Wildcat Way to State Road 7, except along any left turn lanes.

2.3 Pay the VILLAGE the sum of two hundred, sixty three thousand, eight hundred and 00/100 dollars (\$263,800.00), which represents the appraised value for the right-of-way and drainage easement properties required for the Persimmon Extension Project. This payment shall be made within forty five (45) days after this Agreement is executed.

2.4 The COUNTY agrees to provide to the VILLAGE reimbursement funding for documented costs in an amount not to exceed three hundred, eleven thousand, two hundred and 00/100 dollars (\$311,200.00) to assist in the funding of the Improvements.

2.5 The COUNTY agrees to provide the VILLAGE with additional funding in the amount of one hundred, twenty-five thousand and 00/100 dollars (\$125,000.00) for the

VILLAGE'S ongoing maintenance of the Improvements upon the completion of the Improvements and for the ongoing maintenance of the Persimmon Extension Pond.

2.6 The COUNTY agrees to reimburse the VILLAGE the amount established in paragraph 2.4 for costs (materials and labor) associated with installation of the Improvements, upon the VILLAGE'S submission of acceptable documentation needed to substantiate their costs for the Improvements. The COUNTY also agrees to provide the VILLAGE with funding in the amount established in Subsection 2.5 above for their ongoing maintenance of the Improvements upon the VILLAGE'S completion of the Improvements. The COUNTY will use its best efforts to provide said funds to the VILLAGE on a reimbursement basis within forty-five (45) days of receipt of all information required in Subsection 3.7 below.

2.7 The COUNTY'S obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

2.8 The COUNTY expressly acknowledges and agrees that it shall not utilize the right-of-way and/or drainage parcels as specifically described on Exhibits B, C, D, E and F (which are to be deeded to the COUNTY by the VILLAGE in accordance with Subsection 3.1 below) for any purpose, whatsoever except for roadway and drainage purposes without the express written consent of the VILLAGE.

2.9 The COUNTY recognizes that it is an independent contractor, and not an agent or servant of the VILLAGE. In the event a claim or lawsuit is brought against the VILLAGE, its officers, employees, servants or agents, relating to any construction regarding the Persimmon Extension Project within the drainage easements owned by the VILLAGE or any item which is the responsibility of the COUNTY, the COUNTY hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless the VILLAGE, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of any construction improvements regarding the Persimmon Extension Project within the drainage easements located on land owned by the VILLAGE or the performance by the COUNTY as may relate to this Agreement.

SECTION 3: VILLAGE OBLIGATIONS

3.1 VILLAGE shall deed to the COUNTY the right-of-way and drainage easement parcels (identified on Exhibits B, C, D, E & F) required for the Persimmon Extension Project in a form acceptable to the COUNTY. These properties shall be deeded within forty five (45) days after this Agreement is executed; however, if the Persimmon Extension Project is not timely commenced as specifically set forth in Subsection 2.1A above, the right-of-way and drainage parcels described on Exhibits B, C, D, E, and F shall revert back to the VILLAGE, if so requested, with repayment of the original sum as referenced in Subsection 2.3 above.

3.2 VILLAGE shall provide legal positive outfall for the Persimmon Extension Project into the VILLAGE canal system as currently permitted under South Florida Water Management District Permit No. 50-05422-P, issued April 13, 2005.

3.3 VILLAGE agrees to allow discharge for temporary dewatering operations into the VILLAGE canal system regarding the construction of the Persimmon Extension Pond and associated piping.

3.4 VILLAGE agrees to accept ownership and maintenance responsibility, liability, and obligations of permit conditions for the Persimmon Extension Pond, except for littoral zone plantings, if any, which are the perpetual maintenance responsibility of the COUNTY, after construction is completed and accepted by the COUNTY and after same is deeded to the VILLAGE.

3.5 VILLAGE agrees that new plantings or structures will not be installed which would obstruct COUNTY'S drainage easements granted herein. Any such violations shall be removed/relocated at the VILLAGE'S expense immediately upon COUNTY'S request.

3.6 The VILLAGE agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the Improvements, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the Improvements. The VILLAGE agrees to install the Improvements in substantial accordance with the plans and specifications as approved by the COUNTY. Otherwise, the COUNTY will have the

final determination of the eligibility for reimbursement of any changes. Substantial variations from the submitted plans shall require prior written approval from the County Engineer's Office.

3.7 The VILLAGE will obtain or provide all labor and materials necessary for the installation of the Improvements. The COUNTY shall have the final determination of eligibility for reimbursement. The VILLAGE shall furnish the Manager, Streetscape Section, of the COUNTY'S Department of Engineering and Public Works with a request for payment supported by the following:

- a. A statement from the VILLAGE Manager (or his designee) that the Improvements have been inspected and were installed substantially in accordance with the permitted plans for the Improvements, and;
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "G" (pages 1 and 2) which are required for each and every reimbursement requested by the VILLAGE. Said information shall list each invoice payable by the VILLAGE and shall include the vendor invoice number, invoice date, and the amount payable by the VILLAGE. The VILLAGE shall attach a copy of each vendor invoice paid by the VILLAGE along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer for the VILLAGE shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the VILLAGE as indicated.

3.8 VILLAGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Improvements for at least three (3) years after the completion of such Improvements. COUNTY shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.

3.9 The VILLAGE agrees to be responsible for the perpetual maintenance of the Improvements following the installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or COUNTY agency which are required for the subsequent maintenance of the Improvements.

3.10 All installation of these Improvements shall be completed and final invoices submitted to the COUNTY no later than two years after construction of the Persimmon Extension Project and the Okeechobec Project are completed and accepted by the COUNTY and written notice thereof is provided to the VILLAGE. The COUNTY shall have no obligation to the VILLAGE or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.

3.11 The VILLAGE recognizes that it is an independent contractor, and not an agent or servant of the COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants or agents, relating to the Improvements and Persimmon Extension Pond or any item which is the responsibility of the VILLAGE, the VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless the COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the Improvements and Persimmon Extension Pond or the performance by the VILLAGE as may relate to this Agreement.

3.12 The VILLAGE shall, at all times during the term of this Agreement (the installation and existence of the Improvements and Persimmon Extension Pond), maintain in force its status as an insured municipal corporation.

3.13 As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the VILLAGE certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required

by F.S. 287.133(3)(a).

3.14 The VILLAGE shall require each contractor engaged by the VILLAGE for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than one million and 00/100 dollars (\$1,000,000.00). The COUNTY shall be included in the coverage as an additional insured.
- c. A payment and performance bond for the total amount of the improvements in accordance with Florida Statute 255.05.

3.15 In the event that the Improvements have failed or deteriorated, and upon written notice from the COUNTY, the VILLAGE agrees to maintain/remove and/or replace said landscaping within thirty (30) days. In the event the VILLAGE fails to restore the landscaping to a condition acceptable to the County Engineer, the COUNTY may undertake such restoration and the VILLAGE shall be liable for the costs of such restoration.

3.16 The VILLAGE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by the VILLAGE. In the event the VILLAGE elects to discontinue its maintenance obligation for the Improvements and Persimmon Extension Pond under this Agreement, it shall be the obligation of the VILLAGE to restore, if necessary, the area of the Improvements and Persimmon Extension Pond to a condition acceptable to the County Engineer, which shall be in accordance with Federal, State and COUNTY standards for road construction and/or maintenance. In the event the VILLAGE fails to restore the area of the Improvements and Persimmon Extension Pond to a condition acceptable to the County Engineer, the COUNTY may undertake such restoration and the VILLAGE shall be liable for the costs of such restoration.

SECTION 4: MISCELLANEOUS

- 4.1 This Agreement shall take effect upon execution by both parties and after it is filed with the Palm Beach County Clerk of the Circuit Court in accordance with Florida Statutes, Section 163.01. The terms of this Agreement shall be perpetual, unless otherwise terminated as provided herein.
- 4.2 Each party agrees to abide by all laws, orders, rules and regulations which relate to or affect the procurement award of contracts, installation and maintenance of the Improvements, and the VILLAGE will comply with all applicable governmental landscaping codes in the maintenance and replacement of the Improvements.
- 4.3 The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party of the liability limits established in Section 768.28, Florida Statutes.
- 4.4 Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of, or relates in any manner to, the performance of this Agreement.
- 4.5 Each party's performance and obligations under this Agreement is contingent upon budgetary appropriation by its respective governing body for the purposes herein provided.
- 4.6 The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days' written notice before exercising any of its rights.
- 4.7 Any costs or expenses (including reasonable attorneys' fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
- 4.8 All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States mail, postage prepaid, to the following:

As to the County: Steven B. Carrier, P.E., Five Year Road Program Manager
Roadway Production Division
160 Australian Avenue, Suite 503
West Palm Beach, FL 33406

With copies to: Marlene Everitt, Esquire
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Manager, Streetscape Section
Palm Beach County Department of Engineering/Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

As to the Village: Village Manager & Village Engineer
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

- 4.9 Except as otherwise expressly herein provided, no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- 4.10 This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter 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.
- 4.11 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, as matter of judicial constraint, be construed more severely against one of the parties than the other.
- 4.12 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.
- 4.13 This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral,

relating to this Agreement.

4.14 Except as expressly hereinabove provided, neither the COUNTY nor the VILLAGE may assign this Agreement or any interest herein without the written consent of the other party. Such consent shall not be unreasonably withheld.

4.15 Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

4.16 Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver thereof, and, unless specifically otherwise provided in this Agreement, no waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted. Any waiver of any provision and instance to which it is related shall not be deemed to be a continuing or future waiver to such provision or as to any other provision.

4.17 All terms and words used in this Agreement, regardless of the number and gender used, shall be deemed to include any other gender or number the context or use thereof may require or permit.

4.18 Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of any provision hereof.

4.19 The exhibits referred to in and attached to this Agreement are hereby incorporated in full in this Agreement by reference.

4.20 No person or entity other than the parties hereto shall be entitled to the benefit of or have any right to enforce this Agreement as a third party beneficiary or otherwise.

4.21 The COUNTY and the VILLAGE agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age or handicap, be discriminated against in performance of the Agreement.

4.22 This Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the individuals signing below pursuant to the authority vested in them.

VILLAGE OF ROYAL PALM BEACH
A municipal corporation

PALM BEACH COUNTY, FLORIDA,
BY ITS
BOARD OF COUNTY COMMISSIONERS

By: *Carl A. [Signature]*

By: _____
Chairman

ATTEST:

ATTEST:

By: *Mary Anne Gould*
VILLAGE CLERK

By: _____
SHARON R. BOCK,
CLERK & COMPTROLLER

By: 12/01/05
(DATE)

By: _____
Deputy Clerk
(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *Bradley W. [Signature]*
VILLAGE ATTORNEY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
 PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT THE NORTHEAST CORNER OF LOT 52 OF THE PLAT OF LA MANCHA,
 RECORDED IN PLAT BOOK 29, PAGE 165 OF THE PUBLIC RECORDS OF PALM BEACH
 COUNTY, FLORIDA;
 THENCE ALONG THE BOUNDARY OF SAID PLAT, N89°21'31"W FOR 1296.35 FEET;
 THENCE CONTINUE ALONG SAID PLAT BOUNDARY, N01°15'55"E FOR 1107.89 FEET TO A
 NON-TANGENT CURVE, CONCAVE THE NORTHEAST, HAVING A RADIUS OF 804.00 FEET,
 WHERE A RADIAL LINE BEARS N51°31'33"E;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
 ANGLE OF 25°06'24" FOR 352.31 FEET TO A POINT OF TANGENCY;
 THENCE S63°34'51"E FOR 1133.49 FEET TO THE NORTHERLY EXTENSION OF THE EAST
 LINE OF SAID LOT 52;
 THENCE ALONG SAID NORTHERLY EXTENSION, S02°09'40"W FOR 398.27 FEET TO THE
 POINT OF BEGINNING.


CONTAINING 21.40 ACRES, MORE OR LESS.

ABBREVIATIONS

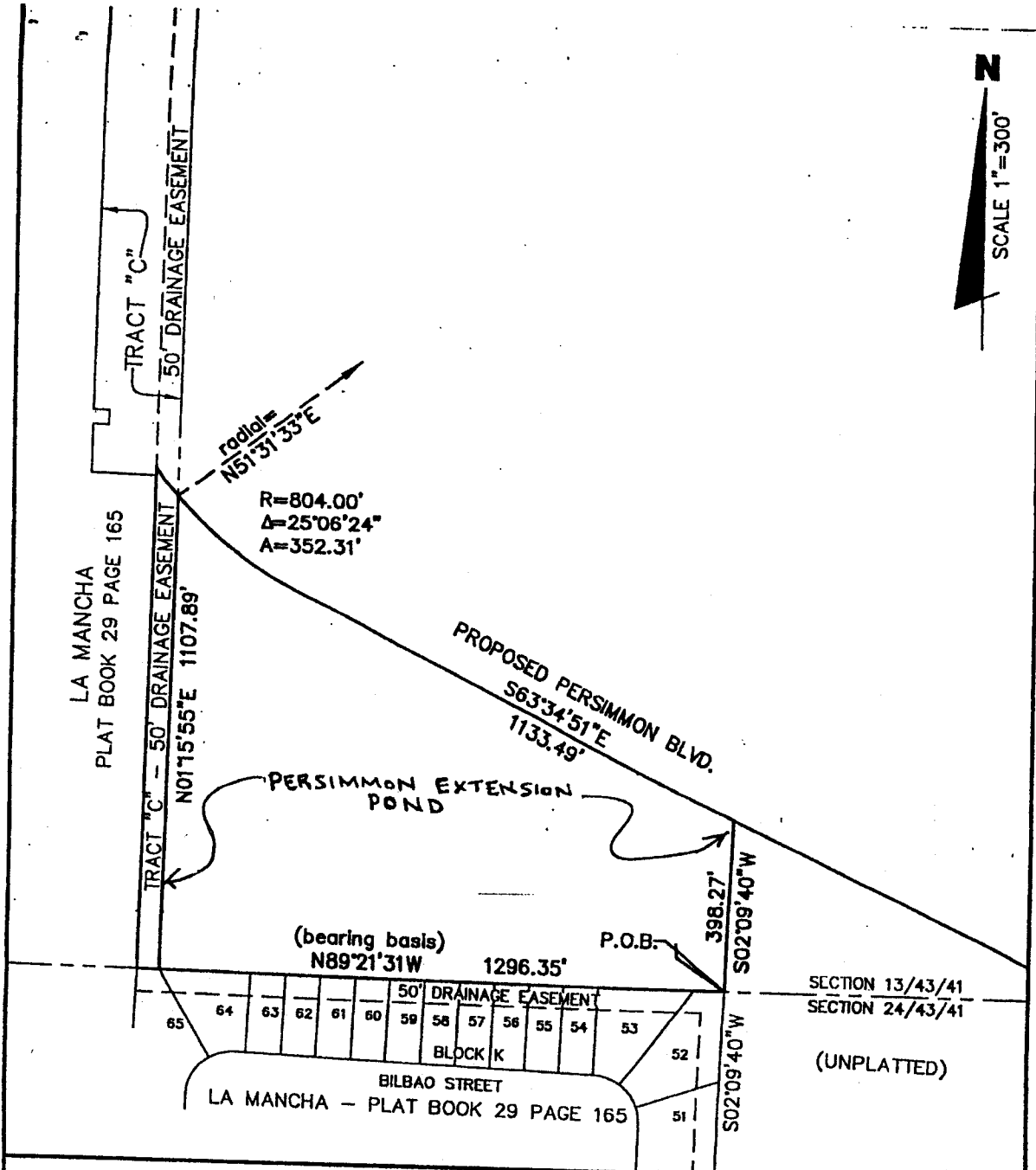
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
 COMPRISE THE COMPLETE LEGAL DESCRIPTION.
 THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
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 REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
 WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
 MAPPER NOTED HEREON.


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 9/21/05

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX	PERSIMMON EXTENSION POND		LEGAL DESCRIPTION	
	DRAWN: MDB CHECKED: JEP PERSIMMON BLVD. EXTENSION	PROJ. No. 01-054 SCALE: NONE DATE: 12/8/04 SHEET 1 OF 2		

Revision to Name Per Client Request 9/21/05

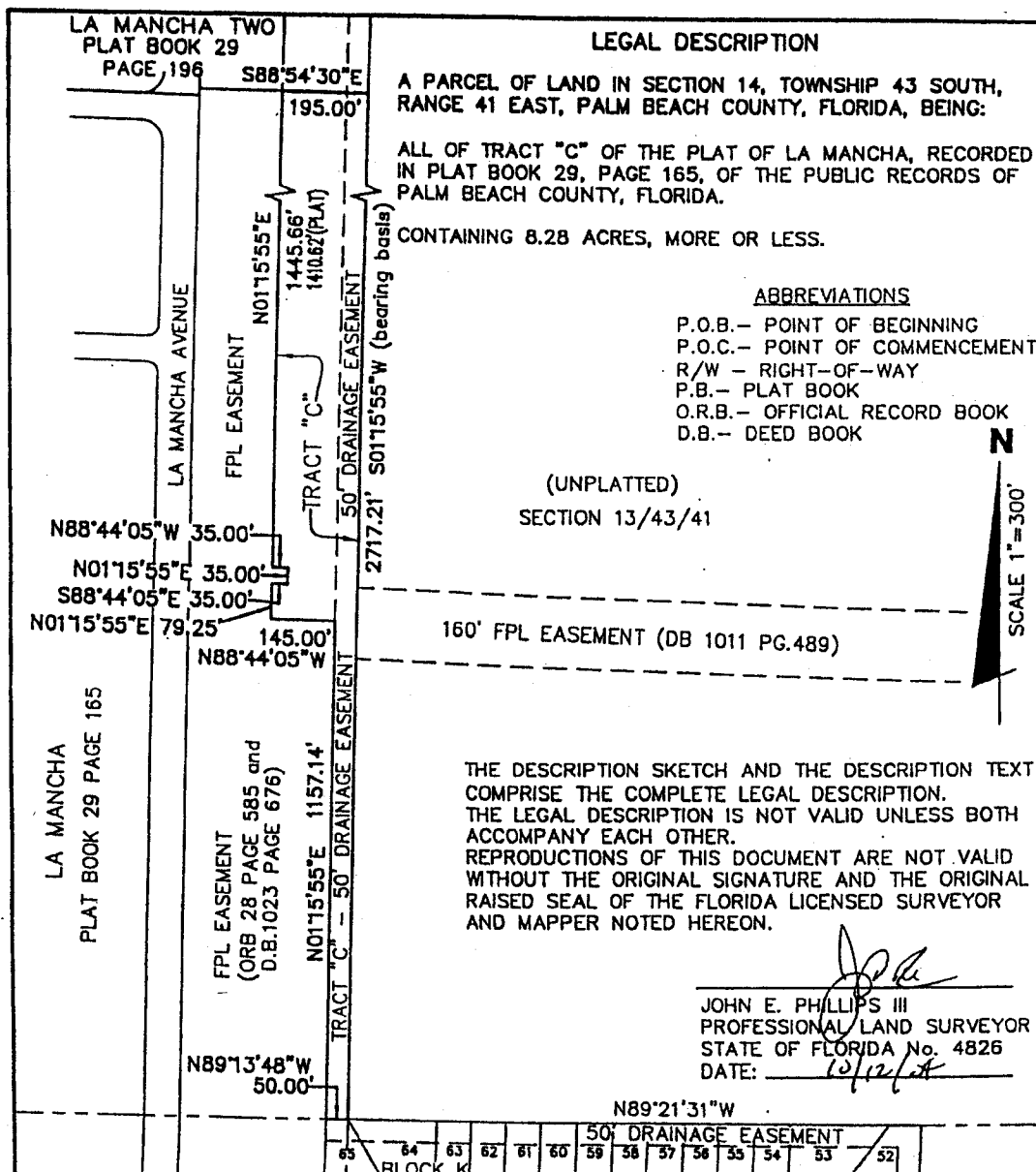


B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
 (561) 615-3988, (561) 615-3986 FAX

PERSIMMON EXTENSION POND

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: MDB	PROJ. No. 01-054
CHECKED: JEP	SCALE: 1" = 300'
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
	SHEET 2 OF 2



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
 (561) 615-3988, (561) 615-3986 FAX

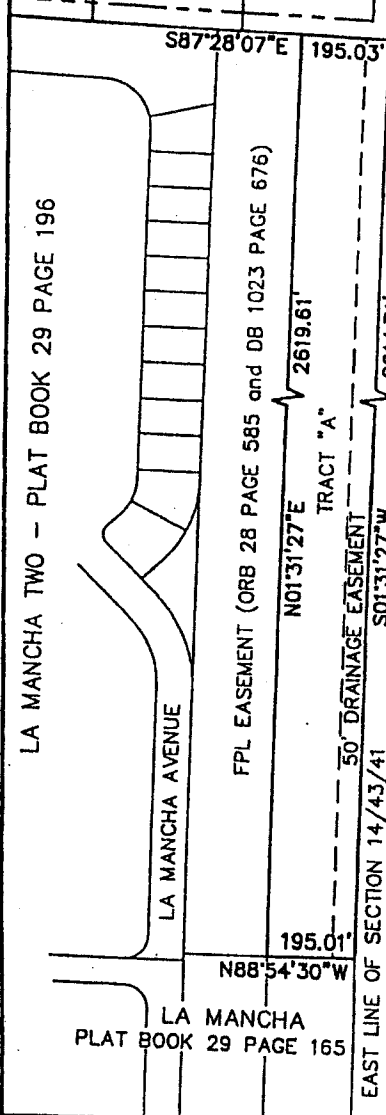
PARCEL 3

LEGAL DESCRIPTION AND SKETCH

THIS SKETCH IS NOT A SURVEY

DRAWN: MDB	PROJ. No. 01-054
CHECKED: JEP	SCALE: 1"=300'
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
	SHEET 1 OF 1

ROYAL PALM BEACH COLONY
 UNRECORDED PLAT



SECTION 12
 SECTION 13

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING:

ALL OF TRACT "A" OF THE PLAT OF LA MANCHA TWO, RECORDED IN PLAT BOOK 29, PAGE 196, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 11.72 ACRES, MORE OR LESS.

N
 SCALE 1" = 300'

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK

SECTION 13/43/41
 (UNPLATTED)

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John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 10/12/04

B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
 (561) 615-3988, (561) 615-3986 FAX

PARCEL 4

LEGAL DESCRIPTION
 AND SKETCH

THIS SKETCH IS NOT A SURVEY

DRAWN: MDB	PROJ. No. 01-054
CHECKED: JEP	SCALE: 1"=300'
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
	SHEET 1 OF 1

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION THE PLATS OF LA MANCHA, AND LA MANCHA TWO, RECORDED IN PLAT BOOK 29, AT PAGES 165 AND 196, RESPECTIVELY, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF SAID PLAT OF LA MANCHA TWO, BOUNDED ON THE EAST BY THE WEST LINE OF TRACT "A" OF SAID PLAT; BOUNDED ON THE WEST BY A LINE LYING 15.00 FEET WEST OF, AND PARALLEL WITH, THE SAID WEST LINE OF TRACT "A"; BOUNDED ON THE NORTH BY THE NORTH BOUNDARY OF SAID PLAT; AND BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF SAID PLAT OF LA MANCHA:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C" OF SAID PLAT; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT "C" FOR THE FOLLOWING COURSES:

THENCE S01°15'55"W FOR 1445.66 FEET TO AN FPL EASEMENT RECORDED IN OFFICIAL RECORD BOOK 678, PAGE 94, AS SHOWN ON SAID PLAT;
 THENCE S88°44'05"E FOR 35.00 FEET;
 THENCE S01°15'55"W FOR 35.00 FEET;
 THENCE N88°44'05"W FOR 35.00 FEET;
 THENCE S01°15'55"W FOR 79.25 FEET;

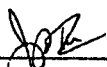
THENCE DEPARTING SAID BOUNDARY, N88°44'05"W FOR 15.00 FEET;
 THENCE N01°15'55"E FOR 1559.86 FEET TO THE NORTH BOUNDARY OF SAID PLAT;
 THENCE ALONG SAID NORTH BOUNDARY, S88°54'30"E FOR 15.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 1.47 ACRES, MORE OR LESS.

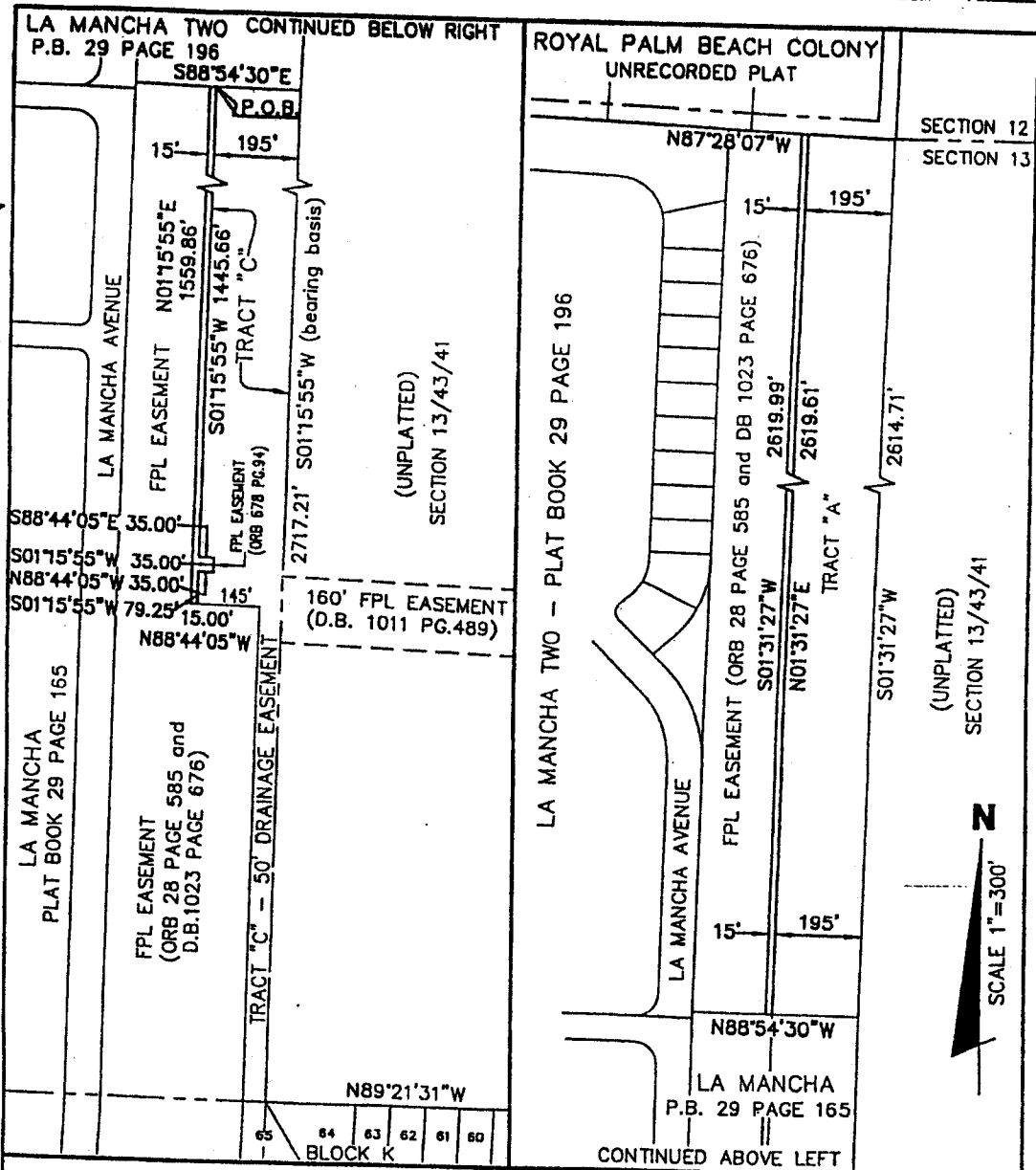
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ABBREVIATIONS

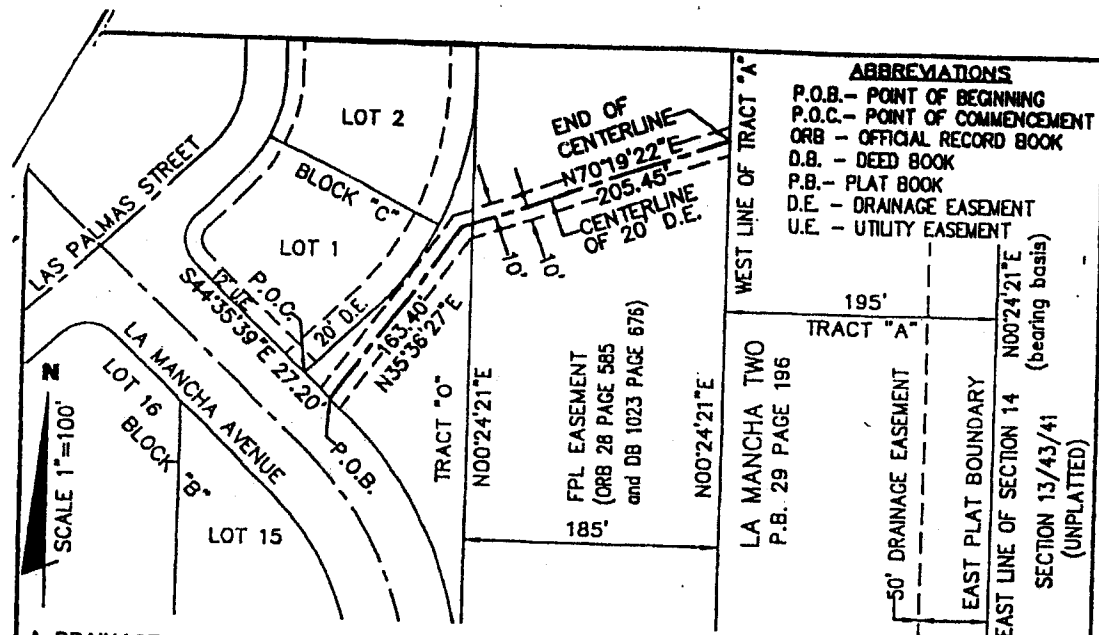
P.O.B.- POINT OF BEGINNING
 P.O.C.- POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 P.B.- PLAT BOOK
 O.R.B.- OFFICIAL RECORD BOOK
 D.B.- DEED BOOK


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 10/12/04

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX	PARCEL 10	LEGAL DESCRIPTION	
		DRAWN: MDB	PROJ. No. 01-054
		CHECKED: JEP	SCALE:
		PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
			SHEET 1 OF 2



 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX	PARCEL 10	LEGAL DESCRIPTION SKETCH TO ACCOMPANY THIS SKETCH IS NOT A SURVEY
	BLOCK K	DRAWN: MDB PROJ. No. 01-054
	65 64 63 62 61 60	CHECKED: JEP SCALE: 1"= 300'
	65 64 63 62 61 60	PERSIMMON BLVD. DATE: 9/22/04
	65 64 63 62 61 60	EXTENSION SHEET 2 OF 2



ABBREVIATIONS
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 ORB - OFFICIAL RECORD BOOK
 D.B. - DEED BOOK
 P.B. - PLAT BOOK
 D.E. - DRAINAGE EASEMENT
 U.E. - UTILITY EASEMENT

A DRAINAGE EASEMENT IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, LYING IN THE PLAT OF LA MANCHA TWO, RECORDED IN PLAT BOOK 29, PAGE 196, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 20.00 FEET IN WIDTH, AND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTH CORNER OF LOT 1, BLOCK "C" OF SAID PLAT;
 THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF LA MANCHA AVENUE, S44°35'39"E FOR 27.20 FEET TO THE POINT OF BEGINNING;
 THENCE N35°36'27"E FOR 163.40 FEET; THENCE N70°19'22"E FOR 205.45 FEET TO THE WEST LINE OF TRACT "A" OF SAID PLAT AND THE END OF SAID CENTERLINE.

IT IS INTENDED FOR THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED, OR SHORTENED, AS NECESSARY, TO EXTEND THE EASEMENT FROM THE SAID NORTHERLY RIGHT-OF-WAY OF LA MANCHA AVENUE TO THE WEST LINE OF SAID TRACT "A".

CONTAINING 7377 SQUARE FEET, MORE OR LESS.
 BEARING BASIS: N00°24'21"E ALONG THE EAST BOUNDARY OF THE PLAT OF LA MANCHA TWO.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

[Signature]
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 2/3/05

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.PALM BEACH, FL 33407 (561) 615-3988, (561) 615-3986 FAX	DRAINAGE EASEMENT	
	LEGAL DESCRIPTION AND SKETCH THIS SKETCH IS NOT A SURVEY	
DRAWN: MDB CHECKED: JEP PERSIMMON BLVD. EXTENSION	PROJ. No. 01-054 SCALE: 1"=100' DATE: 2/2/05	SHEET 1 OF 1

AN EASEMENT IN SECTIONS 14 AND 23, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN THE PLAT OF LA MANCHA, RECORDED IN PLAT BOOK 29, PAGE 165 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT THE NORTHWEST CORNER OF LOT 65, BLOCK K, OF SAID PLAT;
 THENCE ALONG THE WEST LINE SAID LOT 65, AND ITS SOUTHERLY EXTENSION ALONG THE WEST LINE OF LOTS 66-68 OF SAID BLOCK K, AND ALONG THE WEST LINE OF LOT 56, OF BLOCK J OF SAID PLAT, S01°10'41"W FOR 703.67 FEET TO THE WATERWAY AS SHOWN ON SAID PLAT;
 THENCE ALONG THE NORTH LINE OF SAID WATERWAY, N88°49'19"W FOR 20.00 FEET;
 THENCE N01°10'41"E FOR 703.49 FEET;
 THENCE N00°08'49"E FOR 61.82 FEET;
 THENCE S89°51'11"E FOR 20.00 FEET;
 THENCE S00°08'49"W FOR 62.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 15,310 SQUARE FEET, MORE OR LESS.

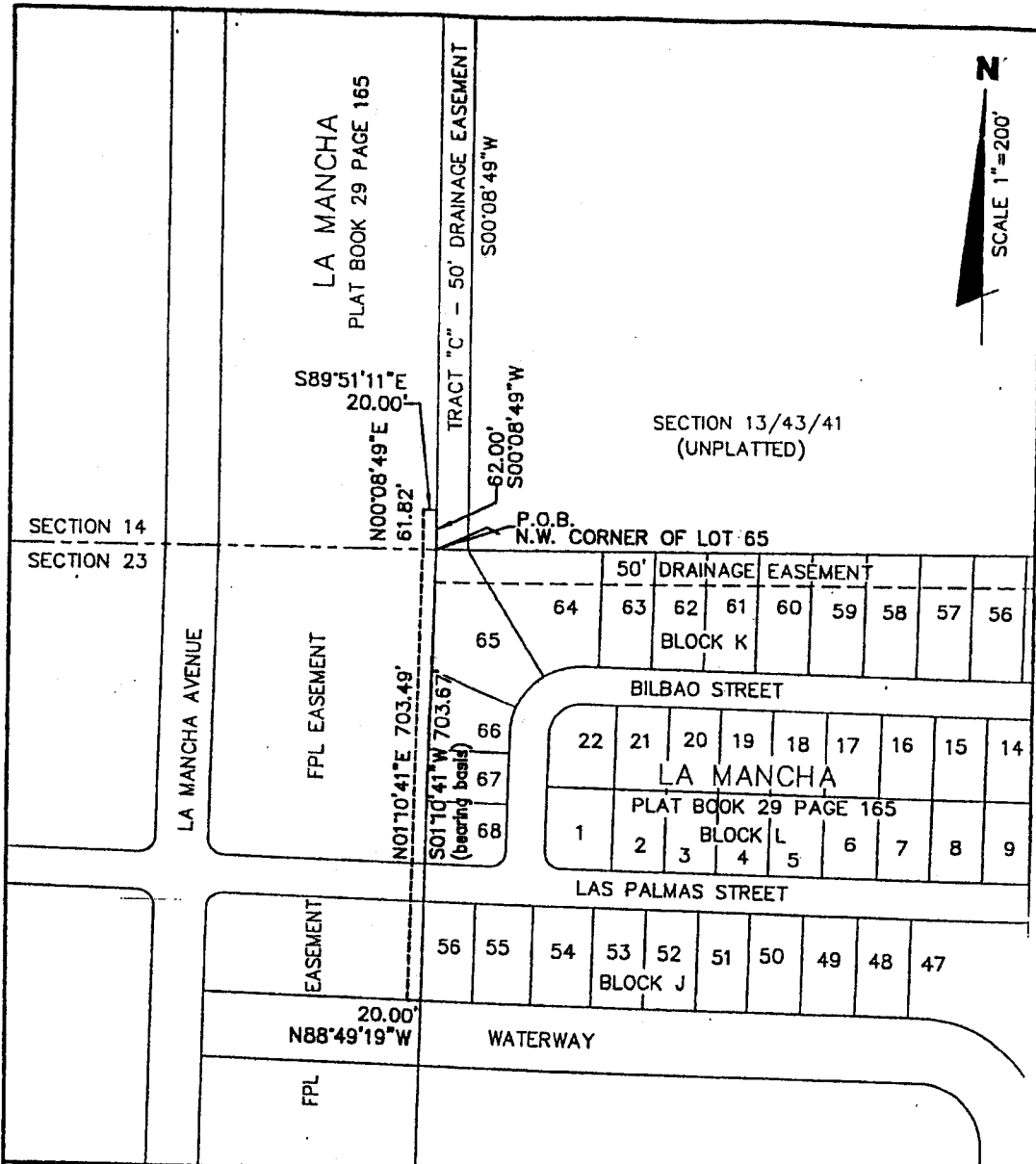
ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B.- PLAT BOOK
- O.R.B.- OFFICIAL RECORD BOOK
- D.B.- DEED BOOK
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH


THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.


 JOHN E. PHILLIPS (III)
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 4/11/05

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407 (561) 615-3988, (561) 615-3986 FAX	D.E.#2	DRAINAGE EASEMENT LEGAL DESCRIPTION	
		DRAWN: MDB	PROJ. No. 01-054
	CHECKED: JEP	SCALE: NONE	
	PERSIMMON BLVD. EXTENSION	DATE: 4/11/05	SHEET 1 OF 2



N
 SCALE 1"=200'

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407 (561) 615-3988, (561) 615-3986 FAX	DRAINAGE EASEMENT D.E. #2		SKETCH TO ACCOMPANY LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY	
	DRAWN: MDB	PROJ. No. 01-054	CHECKED: JEP	SCALE: 1"= 200'
	PERSIMMON BLVD. EXTENSION		DATE: 4/11/05	SHEET 2 OF 2

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

<u>PBC USE ONLY</u>	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	_____
	PBC Project Administrator/Date

	Assistant County Engineer or Fiscal Manager/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(Project)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	_____

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Administrator/Date

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Financial Officer/Date

Attachment 2



This instrument prepared by and return to:
Phillip R. Finch, Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

CFN 20060251781
OR BK 20266 PG 0598
RECORDED 05/01/2006 08:22:37
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0598 - 600; (3pgs)

Parcel ID Number: Portion of 72-41-43-15-00-000-1010

WARRANTY DEED

THIS WARRANTY DEED made the 27th day of April, 2006 by **VILLAGE OF ROYAL PALM BEACH, a municipal corporation**, whose address is 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, hereinafter called the Grantor, to **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Palm Beach County Attorney's Office, 301 N. Olive Avenue, Suite 601, West Palm Beach, Florida 33401, hereinafter called the Grantee.

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Palm Beach County, Florida, viz (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference

Grantor reserves unto itself, its successors and assigns, a non-exclusive easement for ingress and egress, as dedicated on the plat recorded in Plat Book 107, Pages 173 through 174, Public Records of Palm Beach County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all buildings structures and improvements located thereon, if any.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and facilities and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

1. All real property taxes on the property for the year 2006 (which become a lien on said lands as of January 1, 2006), and subsequent years, and which are not yet due or payable.

2. Easements, restrictions, reservations, rights of way, conditions and limitations of record not coupled with any reverter or forfeiture provisions, none of which, however, shall impair or restrict the use of the property hereby conveyed for the operation thereon of a water system and sewer system.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered:

[Signature]
(Signature #1)

PAUL L. WEBSTER

(Print name #1)

[Signature]

(Signature #2)

Wm. Sundstrom

(Print name #2)

VILLAGE OF ROYAL PALM BEACH, a municipal corporation

By: [Signature]
DAVID A. LODWICK, Mayor

ATTEST:

[Signature]
Diane DiSanto, Acting Village Clerk

Approved as to form and legality:

[Signature]
Thomas A. Cloud, Special Counsel for the Village of Royal Palm Beach

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of April, 2006, by **DAVID A. LODWICK, Mayor** on behalf of the Village of Royal Palm Beach, a municipal corporation.

[Signature]
Signature of Notary Public
THOMAS ALEXANDER CLOUD

(Print Notary Name)

My Commission Expires: Jan. 10, 2010

Commission No.: DD 505892

Personally known, or

Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

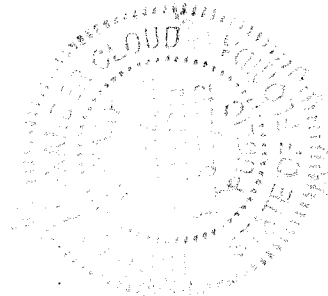
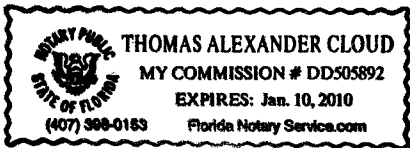


EXHIBIT "A"

LEGAL DESCRIPTION

Tract A, SECTION 15, NORTHEAST QUARTER, according to the plat thereof as recorded in Plat Book 107, Pages 173 through 174, Public Records of Palm Beach County, Florida.

Also known as:

A portion of land in Section 15, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North East Corner of said Section 15; thence, bearing S 86°37'42" W along the North line of said section a distance of 454.79 feet; thence, bearing S 01°50'26" W a distance of 341.41 feet to the Point of Beginning of the following described land:

thence, bearing S 01°50'26" W a distance of 394.49 feet;
thence, bearing S 64°42'34" W a distance of 316.26 feet;
thence, bearing S 87°53'54" W a distance of 399.71 feet;
thence, bearing N 38°57'54" W a distance of 157.36 feet;
thence, bearing S 86°37'42" W a distance of 367.02 feet;
thence, bearing N 03°22'18" W a distance of 514.10 feet;
thence, bearing N 86°37'42" E a distance of 1026.58 feet;
thence, bearing S 03°22'18" E a distance of 140.00 feet;
thence, bearing N 86°37'42" E a distance of 160.87 feet
to the Point of Beginning.

Attachment 3

BILL OF SALE OF UTILITY SYSTEM BY VILLAGE OF ROYAL PALM BEACH TO PALM BEACH COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that the VILLAGE OF ROYAL PALM BEACH (hereinafter "Seller") for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by PALM BEACH COUNTY, FLORIDA (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to an Agreement of Purchase and Sale of Water and Wastewater Assets by and between the parties dated February 28, 2006 (the "Agreement"), which is incorporated herein by specific reference, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the water systems and wastewater systems (hereinafter "Utility System") owned by Seller, both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality:

1. All licenses, prescriptive rights, rights-of-way and rights to use public or private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

2. All water supply and distribution facilities (excluding treatment plants), wastewater collection, and disposal facilities (excluding treatment plants) of every kind and description whatsoever, including but not limited to pumps, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility System, together with all additions or replacements thereto.

3. All vehicles, equipment, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and other personal property located on or used in connection with the Utility System.

4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System for the procuring, storage and distribution of potable water and the collection and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof, including all water supply rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted to Seller under any certificates.

5. All items of inventory owned by Seller on the Closing Date.

6. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, maps, books, and other information reasonably required by Purchaser to operate the Utility System in Seller's possession.

7. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in

Seller's possession.

8. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties.

9. All other personal property owned by Seller, except as may be specifically excluded in the Agreement of this Bill of Sale.

Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property and the above-referenced property, is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction.

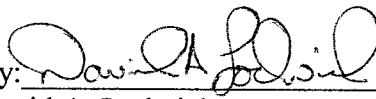
IN WITNESS WHEREOF the undersigned has caused his/her name to be hereunto subscribed this 27th day of April, 2006.

ATTEST:



~~Mary Anne Gould, Village Clerk~~
DIANE DISANTO, ACTING

**VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation**

By: 

David A. Lodwick, Mayor

Approved as to form and legality:



~~Frela J. White, Village Attorney~~

Thomas A. Cloud

Date: APRIL 26, 2006

CFN 20060251783
OR BK 20266 PG 0610
RECORDED 05/01/2006 08:22:37
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0610; (1pg)

* Record and return to:
Phillip R. Finch, Esquire
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Prepared by and after
~~recording, return to:~~
Daren L. Shippy, Esq.
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the VILLAGE OF ROYAL PALM BEACH, a municipal corporation (referred hereinafter as Assignor), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Assignee," has granted, transferred, assigned and delivered, and by these presents does grant, transfer, assign and deliver unto the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to all easements (recorded and unrecorded), rights of access, ingress and egress, permits, licenses, and rights-of-way owned or used by Assignor, whether in public or private property, in conjunction with Assignor's construction, operation and maintenance of the water and wastewater system conveyed to Assignee pursuant to the Agreement of Purchase and Sale of Water and Wastewater Assets dated February 28, 2006, including, but not limited to, easements identified in platted, dedicated rights-of-way, or utility easements.

Assignor hereby covenants that it has the lawful right to assign the above interests and does hereby assign the same to the Assignee and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 27th day of April, 2006.

WITNESSES:

VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation

Paul Webster
Print Name:

By: David A. Lodwick
David A. Lodwick, Mayor

[Signature]
Print Name:

ATTEST:

Approved as to form and legality:
[Signature]

Diane DiSanto
Mary Anne Gould, Village Clerk
DIANE DiSANTO, ACTING

Thomas A. Cloud, Special Counsel
Date: 4/27/06

Witness:
[Signature]
Wm. Sundstrom

Attachment 5

CFN 20060251780
OR BK 20266 PG 0565
RECORDED 05/01/2006 08:22:37
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0565 - 597; (33pgs)

This Instrument Prepared By and Return to:
Phillip R. Finch, Esq. (DLT)
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

AFFIDAVIT OF OWNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared **DAVID A. LODWICK ("Affiant")**, as Mayor of the **VILLAGE OF ROYAL PALM BEACH**, a municipality of the State of Florida (hereinafter referred to as "Owner" or "Village"), being duly sworn, does swear and certify as of the 26th day of April, 2006, as follows:

1. Affiant has personal knowledge of all matters set forth herein, all of which are true and correct.

2. On March 30, 1983, the Village purchased the water system and sewer system owned and operated by Royal Palm Beach Utilities Company, a Florida corporation ("Utilities Company"). As part of the 1983 purchase and sale, the Utilities Company executed a Bill of Sale, Assignment and Agreement (Bill of Sale"). A copy of the Bill of Sale is attached hereto and made a part hereof by this reference as Exhibit "A".

3. Affiant confirms that pursuant to the Bill of Sale the Village is the lawful owner of the personal property and assets described therein, including specifically the easements, and has the lawful authority to sell and assign the same to Palm Beach County, Florida.

4. This Affidavit of Owner is made to and in favor of Palm Beach County, Florida, Rose, Sundstrom & Bentley, LLP and GrayRobinson, P.A., as agent for Fidelity National Title Insurance Company, with the understanding and express intent that such parties are relying on the truth and accuracy of this Affidavit.

[SIGNATURES CONTINUED ON NEXT PAGE]

FURTHER OWNER SAYETH NOT.

ATTEST:

VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation

Diane DiSanto

Diane DiSanto, Acting Village Clerk

By: David A. Lodwick

DAVID A. LODWICK, Mayor

Approved as to form and legality:

Thomas A. Cloud

Thomas A. Cloud, Special Counsel for
the Village of Royal Palm Beach

Date: April 26, 2006

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of April, 2006, by **DAVID A. LODWICK, Mayor** on behalf of the Village of Royal Palm Beach, a municipal corporation.

Thomas A. Cloud

Signature of Notary Public

THOMAS ALEXANDER CLOUD

(Print Notary Name)

My Commission Expires: Jan. 10, 2010

Commission No.: DD505892

Personally known, or

Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

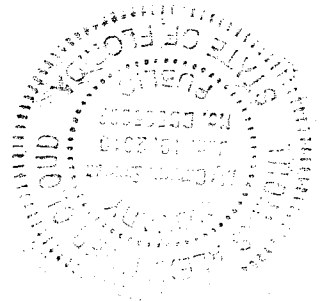
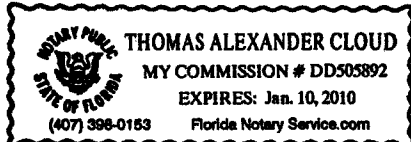


Exhibit "A"

(Bill of Sale, Assignment and Agreement)

EXHIBIT "A"
BILL OF SALE,
ASSIGNMENT AND AGREEMENT

This Bill of Sale, Assignment and Agreement is entered into between ROYAL PALM BEACH UTILITIES COMPANY, a Florida corporation (herein referred to as the "Seller"), and VILLAGE OF ROYAL PALM BEACH, a municipality of the State of Florida (hereinafter referred to as the "Purchaser");

Background

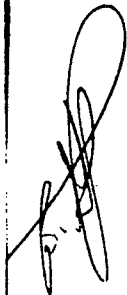
On March 30, 1983 the Seller and Purchaser entered into an Agreement of Purchase and Sale (the "Agreement") pursuant to which the Seller agreed to sell and the Purchaser agreed to purchase, for the purchase price and under the terms and conditions therein stated, the Water System and Sewer System owned and operated by Seller in Palm Beach County, Florida (the "Utility Systems"). This Agreement and Bill of Sale is entered into between Seller and Purchaser pursuant to the Agreement and to consummate the transactions contemplated by the Agreement.

NOW THEREFORE, for and in consideration of the premises, the Seller and Purchaser agree as follows:

1. The Seller has granted, bargained, sold, transferred, delivered and assigned, and by these presents does grant, bargain, sell and assign unto Purchaser, its successors and assigns, the following described property, assets, and rights of Seller:

(a) All water treatment plants, water supply and distribution facilities, sewage treatment plants, sewage collection and disposal facilities of every kind and description whatsoever, including but not limited to lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities and property installations in use in connection with the Utility Systems operated by Seller;

(b) All easements, licenses and rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility Systems,



including but not limited to the easements specifically set forth in the attached Exhibit "D(2)" (which corresponds to Exhibit "D(2)" of the Agreement);

(c) All corporate and other franchises of every character whatsoever and all certificates, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of water and for the collection, treatment and disposal of sewage, and every right of every character whatever in connection therewith; all agencies for the supply of water to Seller or others; all water rights, flowage rights and riparian rights, and all renewals, extensions, additions or modifications of any of the foregoing; all rights granted to Seller under the Certificates described in Exhibit "B" of the Agreement;

(d) The items of inventory described in the attached Exhibit "E" (which corresponds to Exhibit "E" of the Agreement);

(e) All past and current customer records, books, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, operating manuals for old and new plant, if available, and other information which is in possession of Seller or its agents on the date hereof pertaining to the operation of the Utility Systems;

(f) One (1) set of as-built "mylar" reproducible drawings, showing all facilities of the Utility Systems, including structural, mechanical and electrical details;

(g) Rights of Seller under the Developers Agreements described in Exhibit "C(1)" attached hereto (which corresponds to Exhibit "C(1)" of the Agreement).

2. The Seller covenants with the Purchaser as follows:

(a) The Seller is the lawful owner of the above described personal property and assets, and has good right to sell and assign the same;

(b) Such personal property and assets are free and clear of all mortgages, liens, charges or encumbrances, except as follows:

(i) All personal property taxes, assessments and special assessments on said property arising and accruing for the current and subsequent years;

(ii) The condition of title of any easements assigned and conveyed to Purchaser by separate instrument this date, provided that same does not materially adversely affect or interfere with the normal operation of the Utility System and the use of said assets by Purchaser;

(c) The Seller warrants the title to such personal property and assets unto the Purchaser,

and will warrant and defend the same against all lawful claims and demands whatsoever, excepting the encumbrances above described.

3. Seller hereby constitutes and appoints the Purchaser, its successors and assigns, the true and lawful attorney of the Seller, irrevocably, with full power of substitution in the name of the Seller or otherwise, subject to any reservations and conditions herein: (a) to demand and receive from time to time any and all of the above described assets, whether tangible or intangible; (b) to give receipts, releases and acquittances for or in respect of said assets, or any part thereof; (c) from time to time to institute and prosecute any and all civil or administrative proceedings which the Purchaser may deem proper to assert or enforce any claims, title or right hereby transferred and assigned. Seller hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. Purchaser covenants with the Seller to assume and faithfully perform and discharge the obligations of Seller under or in connection with the Developer Agreements hereby assigned, other Agreements for service described in Exhibits "C(1)" and "C(2)" of the Agreement, and under lot purchase contracts formerly entered into with Seller where water and sewer lines abutting the lots have been installed as of the date of this Bill of Sale.

5. All obligations, representations and agreements made by either party with or to the other under the Agreement (a) survive the closing of the transaction this day accomplished, pursuant to the Agreement and the execution and delivery of this Bill of Sale, Assignment and Agreement, and (b) are not hereby merged, modified, or extinguished in any way. Such surviving obligations include the obligation of Purchaser to pay to Seller or its assigns the purchase price for the assets acquired hereunder by Purchaser, in the amount, to the extent, in the manner and at the times set forth in the Agreement, and the obligation of Purchaser with respect to plant capacity and operation of the Utility Systems, as described in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed in their names and their corporate seals to be affixed, by their authorized officers this 10th day of August, 1983.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
 (As to Seller)

ROYAL PALM BEACH UTILITIES COMPANY

By: [Signature] (Seal)
 President

Attest: [Signature] (Seal)
 Secretary

"SELLER"

VILLAGE OF ROYAL PALM BEACH

By: [Signature] (Seal)
 VICE Mayor

Attest: [Signature]
 CLERK

"PURCHASER"

[Signature]
[Signature]
 (As to Purchaser)

STATE OF FLORIDA)
) SS.
 COUNTY OF PALM BEACH)

Before me, a Notary Public in and for said State and County, personally came Herbert L. Kaplan, as President, and Martin J. Katz, as Secretary, of ROYAL PALM BEACH UTILITIES COMPANY, to me well known and known to be the persons named in the foregoing instrument, and who acknowledged that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 10th day of August, 1983.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES FEB 23 1985
 BONDED THROUGH GENERAL INS. UNDERWRITERS

[Signature]
 Notary Public, State of Florida
 at Large

STATE OF FLORIDA)
)SS.
COUNTY OF PALM BEACH)

Before me, a Notary Public in and for said State and County,
personally came NORMAN LIHAUER, as ^{VICE} Mayor, and
BEVERLY BURCAN, as Clerk, of VILLAGE OF ROYAL PALM
BEACH, to me well known and known to be the persons named in the
foregoing instrument, and who acknowledged that they executed the
same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the 9th day of August, 1983.

My Commission Expires:

Patricia Sage
Notary Public, State of Florida
at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 3 1986
BONDED THRU GENERAL INSURANCE UND


 [KMM17-L]


EXHIBIT C-(1)*

SCHEDULE OF DEVELOPER AGREEMENTS

NAME OF DEVELOPER	DATE
Robert McIntosh Holdings, Inc.	December 31, 1976
Levitt Homes, Incorporated	December 11, 1980
Wynmoor Homes, Inc.	March 2, 1981
Hospital Corporation of America	August 17, 1981

*Informal letter commitments for service to other developers are included in Exhibit C-(2) attached to the Agreement which Purchaser has heretofore received.

EXHIBIT C-(1)



INDEX TO EASEMENTS

<u>EXHIBIT</u>	<u>DRAWING INDEX</u>	<u>DOCUMENTATION</u>	<u>PLAT BOOK & PAGE</u>	<u>DESCRIPTION</u>	<u>AREA OR SUBDIVISION</u>
E-1	3	Recorded Plat		Lift Station No. 1	Palm Beach Colony Sec. 2
E-2	6	Public Right of Way		Lift Station No. 2	Poinciana Boulevard
E-3	30	Easement Agreement	B3985 - P1527	Lift Station No. 3	Village Walk
E-4	8	Recorded Plat	B 29 - P 103	Lift Station No. 4	Willows
E-5	10	Recorded Plat	B 29 - P 195	Lift Station No. 5	Willows Second Addition
E-6	8	Recorded Plat	B 29 - P 105	Lift Station No. 6	Willows
E-7	9	Easement Agreement	B2474 - P1310	Lift Station No. 7	Willows First Addition
E-8	9	Recorded Plat	B 29 - P 134	Lift Station No. 8	Willows First Addition
E-9	13	Recorded Plat	B 31 - P 12	Lift Station No. 9	La Mancha Replat
E-10	12	Recorded Plat	B 29 - P 169	Lift Station No. 10	La Mancha
E-11	12	Recorded Plat	B28 - P 383	Lift Station No. 11	La Mancha
E-12	14	Recorded Plat	B28 - P 383	Lift Station No. 12	La Mancha II
E-13	14	Recorded Plat	B 29 - P 198	Lift Station No. 13	La Mancha II
E-14	14	Recorded Plat	B 29 - P 200	Lift Station No. 14	La Mancha II
E-15	15	Recorded Plat	B29 -P165	Lift Station No. 15	La Mancha III
E-16	23	Easement Agreement	B 31 - P 26	Lift Station No. 16	Tract F - Hawthorn II
E-17	26	Easement Agreement	B3732 - P1633	Lift Station No. 17	Crestwood Middle School
E-18	37	Easement Agreement	B3478 - P1568	Lift Station No. 18	Office Park - The Trails

Exhibit D

INDEX CONTINUED

<u>EXHIBIT</u>	<u>DRAWING INDEX</u>	<u>DOCUMENTATION</u>	<u>PLAT BOOK & PAGE</u>	<u>DESCRIPTION</u>	<u>AREA OR SUBDIVISION</u>
E-19	20	Recorded Plat	B 40 - P 78	Lift Station No. 19	Strathmore Gate I, Unit One
E-20	16	Easement Agreement	B3024 - P1617	Lift Station No. 20	R.P.B. Blvd. @ Sevilla Ave.
E-21	24	Easement Agreement	B3324 - P1529	Lift Station No. 21	Weybridge Townhomes
E-22		Recorded Plat	B 41 - P 90	Lift Station - Cyp. Hd.	Cypress Head S/D Unit One
E-23	27	Recorded Plat	B 38 - P 139	Lift Station No.1 CPE	Counterpoint Estates
E-24	27	Recorded Plat	B 40 - P 138	Lift Station No.2 CPE	Counterpoint Estates
E-25	27	Recorded Plat	B 44 - P 150	Lift Station No.3 CPE	Counterpoint Estates
E-26	2	Easement Agreement	B2949 - P 36	Water and Sewer Lines	Inn by the Lake
E-27	1	Easement Agreement	B3989 - P 141	Water and Sewer Lines	Southern Plaza
E-28	28	Easement Agreement	B3478 - P1565	Water and Sewer Lines	Burger King Restaurant
E-29	18	Easement Agreement	B3996 - P 621	Water and Sewer Lines	The Trails - A.R.M.
E-30	9	Easement Agreement	B2501 - P 929	Water and Sewer Lines	Old Okeechobee Road R/W
E-31	29	Easement Agreement	B3027 - P1919	Water and Sewer Lines	Municipal Complex
E-32	11	Easement Agreement	<i>Not Recorded</i>	Water and Sewer Lines	Cloisterpointe
E-33	27	Easement Agreement	B2666 - P 596	Water and Sewer Lines	N.P.B.W.C.D. Canal
E-34	21	Easement Agreement	B 41 - P 104 B 42 - P 85	Water and Sewer Lines	Strathmore Gate West, Unit III
E-35	20	Easement Agreement	B 40 - P 78 & 194	Water and Sewer Lines	Strathmore Gate I Unit One &
E-36	7	Easement Agreement	B 28 - P 92 <i>Not Recorded</i>	Water and Sewer Lines	Greenway Village South I-IV

INDEX CONTINUED

<u>EXHIBIT</u>	<u>DRAWING INDEX</u>	<u>DOCUMENTATION</u>	<u>PLAT BOOK & PAGE</u>	<u>DESCRIPTION</u>	<u>AREA OR SUBDIVISION</u>
E-37	27	Recorded Plat	B 32 - P 156	Water and Sewer Lines	Counterpoint Estates
E-38	27	Recorded Plat	B 32 - P 156	Water and Sewer Lines	Counterpoint Estates
E-39	27	Recorded Plat	B 33 - P 159	Water and Sewer Lines	Counterpoint Estates
E-40	27	Recorded Plat	B 33 - P 159	Water and Sewer Lines	Counterpoint Estates
E-41	27	Recorded Plat	B 33 - P 74	Water and Sewer Lines	Counterpoint Estates
E-42	27	Recorded Plat	B 40 - P 138	Water and Sewer Lines	Counterpoint Estates
E-43	12	Recorded Plat	B 29 - P 169	Water and Sewer Lines	La Mancha
E-44	12	Recorded Plat	B 29 - P 169	Water and Sewer Lines	La Mancha
E-45	6	Easement Agreement	<i>Not Recorded</i>	Water and Sewer Lines	Greenway Village North
E-46	5	Easement Agreement	B3999 - P 143	Water and Sewer Lines	Greenway Village Condominium No. One
E-47	6	Easement Agreement	<i>Not Recorded</i>	Water and Sewer Lines	Greenway Village Second, Inc.
E-48		Recorded Plat	B 43 - P 3	Water and Sewer Lines	Indian Trail Villas



INVENTORY

Description	# of Pcs.	Control #
4 Drawer filing cabinet - Steelmaster - Gray	1	
" " " " - H O N - Brown	1	
2 " " " - " - "	3	
Calculator - Sharp Model CS 1181 - Serial No. 0305055X	1	
" - " " - " 0304894X	1	
Tape Dispenser	2	
Stapler - Swingline	2	
Success Desk Calendar	2	
Pencil Sharpener - Panasonic - Electric	1	
Desk File Basket	4	
Secretary Chair - Black	1	
" " - Brown	1	
Typewriter - IBM - Selectric Serial No. 9214940	1	
Desk - 54 X 30 W/Credenza	2	
Side Chair - Brown	1	
Cabinet 96 X 18 X 25 - Oak	1	
Cash Drawer with cabinets and top - 4 Pieces	1	
Stationary - Lot	1	

Exhibit E

Exhibit E pg. 1

INVENTORY

Description	# of Pcs.	Control #
4 DRAWER FILING CABINET - STEELMASTER - GRAY	1	
" " " " - HON - BRN.	1	
2 " " " " " "	3	
CALCULATOR - SHARP - MOD. CS 1181 - SER. # 0305055X	1	
" " " " " " 030 4894X	1	
TAPE DISPENSER	2	
STAPLER - SWINGLINE	2	
SUCCESS DESK CALENDAR	2	
PENCIL SHARPENER - PANASONIC - ELEC.	1	
DESK FILE BASKET	4	
SECRETARY CHAIR - BLK.	1	
" " BRN.	1	
TYPEWRITER - IBM - SELECTRIC SER. # 9214946	1	
DESK - 54 X 30 W/ CREDENZA	2	
SIDE CHAIR - BRN.	1	
CABINET 46 X 18 X 25 - OAK	1	
CASH DRAWER WITH CABINETS & TOP - 4 Pcs.	1	
STATIONARY/ - LOT	1	

9

Location: 1975 Chevy Pick-Up ROYAL PALM BEACH UTILITIES CO.

Date: April 28, 1983

INVENTORY

Description	# of Pcs.	Control #
Chevrolet Pick-Up Truck (1975), 3/4-ton Custom 20	1	
Tool Box, crossover type	1	
Pick		NO CHANGE
Valve Key	1	
Meter Key	1	
Meter Wrench	1	
Garden Rake	1	

(Handwritten signature)

E. P. 3

Location: 1978 Ford Truck

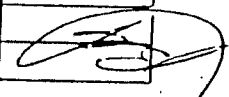
ROYAL PALM BEACH UTILITIES CO.

Date: April 28, 1983

INVENTORY

Description	# of Pcs.	Control #
Valve Key	2	
4' Probing Rod	1	
Assorted Hand Tools (pliers, hacksaw, hammer, wrenches, etc.)	15	
PVC Pipe Fittings 3/4" - 2"	60	
Ford Pick-Up Truck (1978), 1/2-ton F100 Custom	01979	8/8/83 No CHANGE
Tool Box, crossover type	1	

E. P. 4



INVENTORY

Description	# of Pcs.	Control #
Electrical Spare Parts (fuses, circuit boards, switches, etc.)	100+	
Ford Portable Test Tank (10-gallon capacity)	1	
Pipe Threading Equipment, rigid, model 12-R, 1/2" - 2"	6	8/1/83
Extension Cord 100'	1	C. H. H. G. G.
Extension Cord 25'	1	N. L.
Hand Saw	2	
Backflow Preventer Test Apparatus	1	
Block Level 2'	1	
Fire Hydrant Wrenches	2	
Pipe Wrenches 10" - 36"		
Pipe Flaring Tools	2	
Chipping Hammer	2	
Ball Peen Hammer	2	
Measuring Tape 100'	2	
Reamer	1	
Bench Grinder - Baldor	1	
Bench Vise	1	
Ratchet and Socket Set (Specialty), 7 pieces	1	
Pump Packing -- assorted types and sizes		
Battery Charger 10 amp	1	
Gear Pullers -- assorted	3	
Packing Pullers -- assorted	4	
Packing Cutter, 2 pieces	1	
Barricade Warning Lights	4	

E. P. 5

Location: Water Plant #1

ROYAL PALM BEACH UTILITIES CO.

Date: April 28, 1983

INVENTORY

Description	# of Pcs.	Control #
Ford Tractor with Front-End Loader and Backhoe	1	
200KW Allis Chalmers Generator Set	1	
Ford Powered Gorman-Rupp Trash Pump	1	
Hose Discharge 4"	2 @ 20'	
Hose Suction 4"	2 @ 20'	
Wheelbarrow	1	
Aluminum Step Ladder 4'	1	
Aluminum Extension Ladder 16'	1	
Shop Table	1	
Shovels	5	
Manhole Hooks	4	

8/8/83

No CHANGE

E. Pg. 6

Location: Water Plant #1

ROYAL PALM BEACH UTILITIES CO.

Date: April 28, 1983

INVENTORY

Description	# of Pcs.	Control #
Swivel Chair	1	1961
Swivel Chair	1	2171
Black Swivel Chair	2	
Black Side Chair	1	1964
First Aid Cabinet	1	
Wooden Desk	2	
Swivel Chair	1	050
Calculator - Bohsei	1	1935
Filing Cabinet (4-drawer)	1	1965
Black Swivel Chair	1	1967
Black Swivel Chair	1	1830
Index Card File (2-drawer)	2	
Olympia Typewriter (electric)	1	1973
Typewriter Stand	1	
Map Rack	1	1963
Rolodex Card File	1	
Hanging Plan Rack	1	1974
Sanvo Calculator	1	00186
Black Side Chair	1	1970
Book Shelf	1	
Circular Saw - Craftsman 2 1/8 h.p. with case	1	
File Organizer	4	
Fire Extinguisher - 5 lb. capacity	1	
Rolodex File (plastic)	1	
Desk Top File Basket	1	

48/83

8/18/83

8/18/83

E. P. 7

INVENTORY

Description	# of Pcs.	Control #
Refrigerator	1	
B.O.D. Kelvinator Incubator	1	1958
Thermolyne Muffle Furnace	1	1945
Roedel Drying Oven	1	1944
Punchodex	1	
Paper Knife 14"	1	
Scotch Tape Dispenser	2	
Swingline Stapler	3	
Sharp Calculator	1	1960
Hot Plate	1	1956
Centrifuge	1	
Millipore Vacuum Pressure Pump	1	1951
pH Electrode	1	
pH Electrode	1	
Weight Set - Christian Becker	1	1342
Oxygen Probe - B.O.D. Bottle Type - Y.S.I.	1	
Oxygen Probe - B.O.D. Bottle Type - Y.S.I.	1	
Dymo Label Maker	1	
Thomas Air Pump	1	
Balance - Christian Becker - ChainOMATIC	1	1949
General Electric Timer	2	
Perkin-Elmer pH Meter	1	1952
Magnetic Mixer	1	
Hellige Color Tester		
Miscroscope - A-O	1	1953
Hach Turbidimeter 2100A	1	

[Handwritten signature]

8/8/83

8/8/83

E 9.8

INVENTORY

Description	# of Pcs.	Control #
3/4" all thread - 3' length	3	
1" Polyethylene Pipe 12' length	1	
Mueller Fire Hydrant Riser	4	
Ditch Witch Trencher Model # BKN-C4 SFR. 8542	1	
1 1/2" Polyethylene Pipe 20' length	1	
1 1/2" Polyethylene Pipe 50' length	1	
2" Polyethylene Pipe 40' length	1	
50-gallon Polyethylene Chemical Vat	3	
Gorman Rupp 3" Diaphragm Pump Model # 3D8	1	
Fire Hose 50' length, 1 1/2" diameter, single jacket	4	
Hand Sprayer Hand Type, 3-gallon capacity	1	
Assorted Auto Parts (belts, hoses, clamps, filters, etc.)	1	
Hand-Held Spotlight/Floodlight - Brinkman	1	
Chlorine Institute Repair Kit for 150 lbs. cylinder	1	
Chlorine Institute Repair Kit for 1-ton Container	1	
Mueller D-1 Drilling and Tapping Machine	1	
Black & Decker Industrial Shop Vacuum	1	
Post Hole Digger.	1	
Asphalt Tamper (hand type)	1	
Oasis Water Cooler	1	
String Trimmer - GREEN MACHINE Mod 525H	1	
Lawn Mower - K MART KM 1000 3 H.P.	1	
McCullough 14" Chain Saw	1	
Assorted Paint - 1-gallon cans	5	
12-volt Battery - by Caterpillar	2	

E, Pg. 10

INVENTORY

Description	# of Pcs.	Control #
50-gallon Polyethylene Chemical Vat		
Drill Index, 1/16" - 1/2"	3	
Ohaus Triple Beam Balance	2	
Assorted Nuts and Washers 1/2" - 1"	2	
Assorted Bolts 1/2" - 1"	250	
Chemical Mixer (small)	250	
Chemical Mixer (large)	2	
Hand Truck	1	
Assorted Chlorinator Parts	1	
3-lb. Sledge Hammer	100±	
EnerPac Conduit Punch Set	1	
Set Combination Wrenches 7/16" - 1 1/2", 10 pieces	1	
Set Ignition Wrenches, 5/32" - 7/16"	1	
Set Open-End Wrenches	1	
Screwdrivers, assorted	1	
Screwdrivers, Philips, assorted	8	
Slip Joint Pliers	5	
Regular Pliers	6	
Adjustable Wrench, 8" length	3	
Vise Grip Pliers	1	
Punch and Chisel Set, 10 pieces	1	
Box-End Wrenches, 3/8" - 1", 10 pieces	1	
Hex Wrench Set	2	
Hex Wrench Set through 5/8"	1	
Breaker Bars	4	
3/4" Drive Socket Set	1	

8/8/83

1/2 CHAMP

E, Pg. 11

INVENTORY

Date: April 28, 1983

Description	# of Pcs.	Control #
1/2" Drive Socket Set	1	
3/8" Drive Socket Set	1	
1/2" Drive Ratchet	1	
3/8" Drive Ratchet	1	
1/4" Drive Socket and Ratchet Set	1	
Swivel Socket Set, 3/8" Drive	1	
Swivel Socket Set, 1/2" Drive	1	
Nut Splitter	1	
Socket Extensions, 3/8" Drive	1	
Socket Extensions, 1/2" Drive	4	
Speed Wrench	3	
T Handle Wrench	2	
Wire Cutters	2	
Files (various types)	4	
Tool Box	5	
Flaring Tool - heavy duty - set	1	
Amprobe - Ammeter	1	
Aqua Instruments Magnetic Locator	2	
Variable Speed Drill, 3/8"	1	
Reamer File Set	1	
O-Ring Splicing Kit	1	
Variable Speed Jig Saw	1	
Screw Extractor Set	1	
Roll-A-Tape Measuring Wheel	1	
Multi-Tester	1	
Ignition Feeler Gauge Set	2	
	1	

5/5/83

No. CHANGE

E. P. 12

INVENTORY

Description	# of Pcs.	Control #
Float Switch	1	
Simpson Ammeter	1	
Soldering Iron	1	
Stihl Power Saw	1	
Dayton Speedaire Pump	1	
Fuse Puller	3	
Safety Rope	1	
Outside Caliper	1	
Assorted Pipe Dies	1	No CHANGE
Socket Extension, 3/4" Drive x 6"	1	
Pipe Cutter, Rigid	1	
Tubing Cutter	2	
Rubber Hammer	1	
Flashlight, 6-volt	2	

8/8/83

No CHANGE

E. P. 14

[Signature]

INVENTORY

Description	# of Pcs.	Control #
PVC Pipe, C-900, 10' length	1	
PVC Pipe, Sch. 40, 4" length	8	
PVC Pipe, Sch. 40, 2" length	10	
PVC Pipe, Sch. 40, 1½" length		
PVC Pipe, Sch. 40, 1" length		
PVC Pipe, Sch. 40, ¾" length		
PVC Fittings, assorted	35	
PVC Pipe, C-900, 6" Diameter, 10' length	2	
PVC Pipe, C-160, 6" Diameter, 20' length	1	
PVC Pipe, Sch. 40, 4" Diameter, 20' length	2	
PVC Pipe, SDR 35, 8" Diameter, 12' length	2	
PVC Pipe, SDR 35, 6" Diameter, 6' length	1	
PVC Sewer Wyes, 6" x 4"	4	
PVC Male Adapter, ¾" SxTHD	50	
Bristol Babcock Flow Meter	1	
Fire Hose, 50' length, 1½" Single Jacket	4	
Rubber Hose, 1" Diameter, 50' length	1	
Lawn Edger, 2 h.p. <i>BOTAG 2 H.P.</i>	1	
Galvanized Pipe, 2" Sch. 40, assorted lengths	20	
2" x 12" P.T. Pine Lumber, 10' length	22	
4" x 8" P.T. Pine Lumber, 16' length	2	
PVC Ball Valve	1	
Air Filter, 42 588	1	
Filter Element	1	
Gas Spray Pump, 4 h.p.		

8/1/83

No CHANGE

E, Pg. 15

INVENTORY

Description	# of Pcs.	Control #
Aluminum Extension Ladder 8'	1	
Clark Fork Lift, 2-ton capacity	1	00082
Vitrified Clay Pipe, 6" - 5' length	20	
PVC Sewer Pipe, 12' length, 6" diameter	3	
Mueller Fire Hydrant, top only	1	
Kennedy Gate Valve, 5"	2	
M&H Gate Valve, 6"	2	
Shovel	3	
Roll Copper Tube, 1/2" x 60'	5	
Roll Copper Tube, 3/8" x 60'	1	
Roll Copper Tube, 1/4" x 60'	1	
Miscellaneous Sewer Plugs	5	
Hersey Repair Kit, 2", Backflow Preventer	1	
Flourescent Tubes, 4 shapes, box	1	
6-liter Plastic Container	1	
Air Diffuser	4	
Motor Starter with Enclosure	1	
PVC Tee, 2"	10	
PVC Repair Sleeve, 3"	1	
PVC Repair Sleeve, 8"	4	
Fernco Coupling, 8" Clay	4	
Fernco Coupling, 6" Clay	1	
PVC Ball Valve, 2"	2	
Assorted Pump Packing, box	2	
PVC Dresser Coupling, 1 1/2"	5	

2/1/77

No Change

E. G. 16

Lift Station #146

DATE:

April 28, 1983

INVENTORY

6/9/83

Description

of Pcs. Control

1-ton capacity Come-A-Long (Winch)

1

1-ton Chain Hoist

1

Extension Cord, 50'

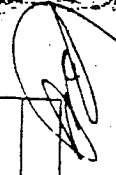
1

Trouble Light

1

No. REPLACE

E. G. 17



INVENTORY

Description	# of Pcs.	Control #
Magnetic Stirrer	1	1
Coleman pH Meter Model 285	1	1
Box assorted plastic pipe fittings	1	1
Polyethylene Pipe 1" diameter, 50' length	1	1
Fire Extinguisher - 10 lb. capacity	1	1
Filing Cabinet (small)	1	1
100 k.w. Trailer-Mounted Diesel Generator	1	1
Pole-Mounted Dustmaster Fan	1	1
2" PVC Dresser Coupling	6	6
3" IP Dresser Coupling	4	4
Miscellaneous galvanized nipples	5	5
Valve Grease (box)	1	1
1" PVC Coupling, 5x5	100	117
3/4" PVC Tees, 5x5x5	100	117
1" PVC Tees, 5x5x5	50	50
2" PVC Female Adapter	10	10
1" Repair Clamp	3	3
1" PVC 90° Elbows, 5x5	25	25
Honeywell Level Controls	2	2
Repair Clamp, 8"x10"	1	0
Repair Clamp, 4"x15"	1	1
Miscellaneous Fire Hydrant Caps	5	5
Gas Shut-Off Valve	12	12

8/5/83

E. P. 18



INVENTORY

Description	8/8/87	
	# of Pcs.	Control #
Miscellaneous PVC Fittings, 4" - 6"	15	
PVC Repair Coupling, 6"	6	
PVC Repair Coupling, 8"	2	
Fernco Coupling, 4"	4	
Bronze Body Gate Valve, 1½"	2	
Bronze Body Gate Valve, 2"	3	
Iron Body Gate Valve, 2"	1	
Meter Setter, 1"	1	
Copper Tubing (various sizes)	75'	
Bronze Body Gate Valve, 2½"	3	
Pulley, 6" with hook	1	
Air Hose, Rubber, 25'	1	
Gate Valve, Clow, 8"	1	
Clow Fire Hydrant Repair Kit	3	
IP Dresser Coupling, 3/4"	10	
Mechanical Joint Accessory Kits	3	
Electric Motor, 2 h.p.	1	
Gate Valve, M&H, 4"	1	
Flanged Tapping Sleeve	1	
12" x 48" x 48" Concrete Meter Vault, 4 pieces	1	
18" x 30" Concrete Lids	8	
Double Concrete Meter Boxes, Dual H	7	
Single Concrete Meter Boxes, Single H	13	
Single Concrete Meter Lids	20	
Double Concrete Meter Lids	8	
Double Metal Meter Lids	5	

No. CANNON

E. G. 19

INVENTORY

Description	# of Pcs.	Control #
Electric Motor - 3/4 h.p. 115-230 volt	1	1
Tapping Saddle - 8" x 2 1/2"	1	1
Tapping Saddle - 8" x 3/4"	1	1
Tapping Saddle - 12" x 3/4"	1	1
Tapping Saddle - 8" x 1 1/2"	1	1
Tapping Saddle - 12" x 1 1/2"	1	1
Repair Clamp - 6" x 10"	1	1
Repair Clamp - 8" x 15"	1	0
Repair Clamp - 12" x 15"	1	1
12" Valve Operator	1	1
Neptune Tri-Seal Water Meter	1	1
Hersey Water Meter	1	1
Miscellaneous Brass Flare Fittings	1000	1000
Sewer Snake 50' length	1	1
Copper Solder Fittings 2"	25	25
Office Desk	1	1
Secretarial Chair	1	1
Wooden Cabinet with Formica Top	1	1
Filing Cabinet (4-drawer)	1	1
Office Chair (steel)	3	3
Underwood Typewriter	1	1
Typewriter Stand	1	1
Lawn Mower	1	1

E. Pg. 20

Location: Trailer

ROYAL PALM BEACH UTILITIES CO.

Date: April 28, 1983

INVENTORY

Description	# of Pcs.	Control #
Tapping Saddle, 4" x 3/4"	1	1
Tapping Saddle, 6" x 1"	1	0
Tapping Saddle, 8" x 1 1/2"	1	1
Tapping Saddle, 8" x 1"	1	1
PVC Plugs, Sewer Wye, assorted	15	15
DeZurik Air Valves, 3"	2	2

E. Pa. 21

**SELLER'S (NO LIEN) AFFIDAVIT
AND CERTIFICATION OF NON-FOREIGN STATUS**

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared **DAVID A. LODWICK** ("**Affiant**"), as Mayor of the **VILLAGE OF ROYAL PALM BEACH**, a municipality of the State of Florida (hereinafter referred to as "**Seller**"), who being by me first duly sworn, on oath, deposes and says:

1. I have personal knowledge of all matters set forth herein, all of which are true and correct.
2. That Seller is the owner of the following described property:

See Exhibit "A" attached hereto and made a part hereof.
3. That the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for real estate and personal property taxes for the year 2006 and except for those items mentioned in Fidelity National Title Insurance Company Commitment No. CD06-107432, and that there have been no documents recorded in the Public Records of Palm Beach County, Florida subsequent to the effective date of said Commitment, as updated, which affect title to the Property insured and that Seller has not entered into any contracts for the sale, disposition or leasing of the Property described in the Commitment since said date.
4. That there have been no improvements, alterations, or repairs since acquisition by Seller to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no construction, mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the Property.
5. That the personal property on the said premises, if any, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
6. That Seller knows of no violations of Municipal or County Ordinances pertaining to the Property.
7. That this Affidavit is made for the purpose of inducing PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("**Buyer**") to purchase said Property from Seller.
8. That no judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied.
9. That there are no persons other than Seller in possession of the Property.

10. That Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the owner of the property and not the disregarded entity. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by owner, Seller certifies the following:

- (a) Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- (b) Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
- (c) Seller's FEIN Number is 59-1082903.
- (d) Seller's address is 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411.

11. Seller understands that this certification may be disclosed by Buyer to the Internal Revenue Service and that any false statement made by Seller could be punished by fine, imprisonment, or both. Under penalties of perjury Seller declares that he has examined the certification contained in this paragraph and to the best of his knowledge and belief it is true, correct and complete, and that Seller has authority to sign this affidavit as either individual Seller or on behalf of an entity Seller.

12. Seller further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he has read, or heard read to him, the full facts of this Affidavit and understands its context.

ATTEST:

Diane DiSanto
Diane DiSanto, Acting Village Clerk

VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation

By: David A. Lodwick
DAVID A. LODWICK, Mayor

Approved as to form and legality.

Thomas A. Cloud
Thomas A. Cloud, Special Counsel for
the Village of Royal Palm Beach

Date: April 26, 2006

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of April, 2006, by **DAVID A. LODWICK, Mayor** on behalf of the Village of Royal Palm Beach, a municipal corporation.



Signature of Notary Public

THOMAS ALEXANDER CLOUD

(Print Notary Name)

My Commission Expires: JAN. 10, 2010

Commission No.: DD505892

- Personally known, or
 Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

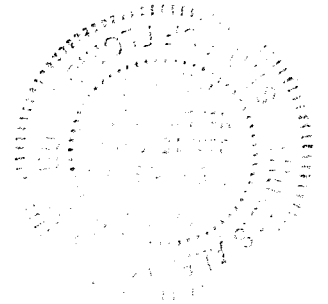
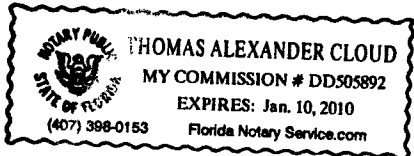


EXHIBIT "A"

Tract A, **SECTION 15, NORTHEAST QUARTER**, according to the plat thereof as recorded in Plat Book 107, Pages 173 through 174, Public Records of Palm Beach County, Florida.

Also known as:

A portion of land in Section 15, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North East Corner of said Section 15; thence, bearing S 86°37'42" W along the North line of said section a distance of 454.79 feet; thence, bearing S 01°50'26" W a distance of 341.41 feet to the Point of Beginning of the following described land:

thence, bearing S 01°50'26" W a distance of 394.49 feet;
thence, bearing S 64°42'34" W a distance of 316.26 feet;
thence, bearing S 87°53'54" W a distance of 399.71 feet;
thence, bearing N 38°57'54" W a distance of 157.36 feet;
thence, bearing S 86°37'42" W a distance of 367.02 feet;
thence, bearing N 03°22'18" W a distance of 514.10 feet;
thence, bearing N 86°37'42" E a distance of 1026.58 feet;
thence, bearing S 03°22'18" E a distance of 140.00 feet;
thence, bearing N 86°37'42" E a distance of 160.87 feet
to the Point of Beginning.

ASSIGNMENT OF WARRANTIES

KNOW ALL MEN BY THESE PRESENTS, that the **VILLAGE OF ROYAL PALM BEACH**, a municipality, hereinafter referred to as the "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Assignee," has granted, transferred, assigned and delivered, grant, transfer, assign and deliver unto the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to all warranties in favor of Assignor, with respect to the water system and facilities and wastewater system and facilities sold and conveyed to Assignee pursuant to the Agreement of Purchase and Sale of Water and Wastewater Assets dated February 28, 2006 between the parties including, but not limited to, those warranties identified in **Exhibit "A"** attached hereto and incorporated herein by reference. Assignor further assigns any and all warranties in its favor with respect to the water system and facilities and wastewater system and facilities that are not identified in **Exhibit "A."**

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 27th day of April, 2006.

ATTEST:

Diane DiSanto
~~Mary Anne Gould, Village Clerk~~
DIANE DISANTO, ACTING

**VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation**

By: *David A. Lodwick*
David A. Lodwick, Mayor

Approved as to form and legality:

Thomas A. Cloud
~~Freda J. White, Village Attorney~~
Thomas A. Cloud

Date: **APRIL 27, 2006**

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION OF DEVELOPER AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER AGREEMENTS ("Assignment") is made and entered into as of the 27th day of April, 2006, by and between the VILLAGE OF ROYAL PALM BEACH, a municipal corporation ("Assignor"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Agreement of Purchase and Sale of Water and Wastewater Assets dated February 28, 2006 ("Agreement") pursuant to which they desire to assign specific rights and duties contained in certain Developer Agreements into which Assignor entered in the ordinary course of its utility operations.

NOW, THEREFORE, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assignor hereby transfers, assigns, sets over and delivers unto Assignee, Assignor's interest in, to and under the Developer Agreements attached to the Agreement and hereto as **Exhibit "J,"** which is incorporated herein by reference.
2. Assignor represents to, warrants to, and covenants with Assignee that:
 - a. Assignor is the sole owner of the Developer Agreements, that the Developer Agreements are free and clear of all liens and encumbrances and can be lawfully transferred and assigned by Assignor, that Assignor has not and shall not execute any other assignment of the Developer Agreements and that Assignor has not and shall not perform any acts or execute any other instrument that might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of any developer agreement or this Assignment.
 - b. The Developer Agreements are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived.
 - c. There are no defaults by Assignor of any type or nature under the Developer Agreements and there exists no state of facts, conditions or events that with the giving of notice or the lapse of time would constitute a default by Assignor under the Developer Agreements.
3. Assignee hereby assumes the covenants, conditions and obligations contained in the Developer Agreements, subject to the terms of this Assignment.
4. The parties further agree as follows:
 - a. This Assignment is absolute and effective immediately.
 - b. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment, or the terms, conditions or covenants contained in the Developer Agreements.

c. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed and sealed this Assignment.

ATTEST:

Diane DiSanto
Diane DiSanto, Acting Village Clerk

VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation

By: David A. Lodwick
David A. Lodwick, Mayor

Approved as to form and legality:
Thomas A. Cloud
Thomas A. Cloud, Special Counsel for the
Village of Royal Palm Beach

Date: April 26, 2006

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER
BY: Phyllis House
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Tony Masiotti
Tony Masiotti, Chairman

(SEAL)

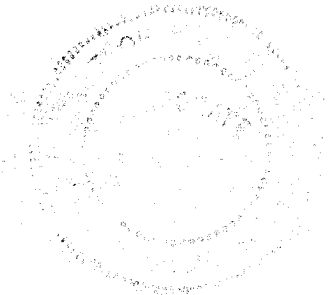
Date: 4/27/06

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:
[Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Department Director

\\Palm Beach\Village Closing Documents\Assignment & Assumption of Dev Agreements.doc



FEBRUARY 11, 2006

EXHIBIT "J"

DEVELOPER AGREEMENTS

EXHIBIT "J"

DEVELOPER AGREEMENTS

Date	Name	OR & PG #
12/3/01	2002 Okeechobee Road Associates	OR 13181 PGs 1253-1282
12/3/04	3-Arm-Z, LLC	None
11/21/91	A. Parker Ford West	OR 7064 PGs 493-522
6/9/03	Absolute Holdings of South Florida	OR15395 PGs 1663-1688
2/20/04	Alexah Holdings, Inc.	None
6/18/92	Altier, William L.	OR 7350 PGs 258-287
12/18/86	American Real Estate Trading, Inc.	OR 6096 PGs 400-435
None	American Real Estate Trading, Inc.	OR 6096 PGs 436-459
7/1/93	Andrade Assoc. Ltd. Partnership	OR 7807 PGs 788-817
2/7/03	Andrade Associates Ltd, Partnership	OR 14825 PGs 1958-1988
5/20/93	Ashley, Paige	OR 7830 PGs 1144-1174
4/21/89	Ayesh, Shukri and Ayesh, Akram	OR 6264 PGs 108-132
7/1/99	Barclay Group No. 5	OR 11238 PGs 1546-1581
7/21/94	Beverly Enterprises, Florida, Inc.	OR 8359 PGs 1226-1257
5/18/93	Board of County Commissioners of Palm Beach County, Florida	OR 7838 PGs 527-550
11/21/96	Broadway Commercial Development, Inc.	OR 7546 PGs 296-325
12/16/93	Buckeye Plumbing, Kevin Gillum	OR 8047 PGs 67-96
4/6/95	Buckeye Plumbing, Inc.	OR 8697 PGs 250-279
7/27/88	Burg & DiVosta Corporation	OR 6264 PGs 133 -154
6/20/91	Capital Development Fund 1987, Ltd.	OR 6883 PGs 1191-1220
9/19/91	Carbert Development Corp.	OR 6991 PGs 388-420
1/7/99	Cast Enterprises	OR 10877 PGs 46-76

EXHIBIT "J" DEVELOPER AGREEMENTS

Date	Name	OR & PG #
9/9/05	Centre on Southern, LLLP 1 st Addendum to Developer Agmt 1/6/06	none
5/22/00	Chevron USA Inc.	OR 11817 PGs 586-622
10/25/04	Cobblestone Village at Royal Palm Beach, LLC 2 nd Addendum to Developer Agmt 4/11/05	OR 17700 PGs 0739-768 Or 18450 PGs 1290-1293
2/18/05	Columbia Palms West Hospital, LP Addendum to Developer Agreement	OR 18196 PGs 0536-562 OR 13250 PGs 0779-0792
5/18/01	Country Club Village, Inc.	OR 12572 PGs 453-479
6/20/91	Crestwood Development, Inc. 1 st Addendum to Assigned Developer Agmt	OR 6883 PGs 1120-1149 OR 12316 PGs 1888-1892
1/7/00	Day, William H. Addendum to Developer Agreement 1 st Addendum to Developer Agmt (3/22/00) Refund Agreement 10/5/00	OR 11558 PGs 1229-1254 OR 11558 PGs 1297-1300 OR 11694 PGs 1181-1182 OR 12084 PGs 705-720
8/19/93	Diocese of Palm Beach, the Most Reverend J. Keith Symons, as Bishop of	OR 7856 PGs 569-597
11/5/01	Diocese of Palm Beach, Anthony J. O'Connell, as Bishop of	OR 13181 PGs 1226-1252
5/2/03	Diocese of Palm Beach, the Most Reverend Sean P. O'Malley O.F. M. Cap, as Bishop of 1 st Addendum to Developer Agmt 9/19/03	OR 15229 PGs 0817-0842 OR 15945 PGs 0306-0310
5/18/95	Discount Carpet Shop, Inc.	OR 8756 PGs 359-388

EXHIBIT "J" DEVELOPER AGREEMENTS

Date	Name	OR & PG #
11/8/02	Enclave at RPB, Ltd.	OR 14389 PGs 1167-1192
11/17/00	Everglades Farm Equipment Co., Inc.	OR 12149 PGs 703-734
2/1/96	Ewing Air	OR 9110 PGs 1053-1082
6/20/91	F. Road, Inc.	OR 6883 PGs 1150-1190
5/26/98	1 st Baptist Church of Royal Palm Beach	OR 10432 PGs 572-601
11/3/94	Florida Power Light Company	OR 8504 PGs 1710-1738
2/23/98	Fox Property Venture, Ltd.	OR 10248 PGs 1637-1675
	Assignment of Credits Under Developer Agmt 3/4/99	None
	2 nd Addendum to Developer Agmt 3/22/99	OR 11007 PGs 101-106
9/19/99	Gables East Construction, Inc.	OR 11310 PGs 13-43
	Assignment of Developer Agreement	OR 11468 PGs 333-336
5/7/92	Gomez, P.R.	OR 7255 PGs 1759-1788
10/17/90	Guderyon, David A & Christine A.	OR 6617 PGs 109-130
1/17/90	Hammond, William Trustee (Addendum)	OR 6345 PGs 885-888
6/28/85	HCA Health Services of Florida, Inc.	OR 6096 PGs 482-526
	Amendment to Refund Agreement	OR 11468 PGs 297-302
1/2/97	Higier, Gerald M. as trustee	OR 9604 PGs 1637-1671
	Modification of Developer Agreement	OR 9677 PG 541-542
10/5/00	Homes by Kennedy, Ltd	OR12084 PGs 721-746
12/30/97	Honor Bilt Associates, Inc.	OR 10171 PGs 696-697
3/4/05	Jesameki, LLC	OR 18258 PGs 1748-1773
7/6/00	Jiggs BBQ, Inc.	OR 12118 PGs 364-394

EXHIBIT "J"

DEVELOPER AGREEMENTS

Date	Name	OR & PG #
6/11/86	Jimax Investment & Management Co.	OR 6096 PGs 362-377
9/5/03	KAG Partners, LLLP	OR 15867 PGs 0855-0880
5/15/97	KB Royal Palm Beach LLC	OR 8804 PGs 1473-1503
1/5/80	Kinder-Care Learning Centers, Inc.	OR 6531 PGs 842-863
4/2/04	Koeckritz Development of Royal Palm, LLC	none
5/9/91	Lake Ridge Partners, Inc.	OR 6833 PGs 1122-1143
12/9/02	Lake Wellington Professional Center, Inc.	OR 14539 PGs 1544-1569
4/19/01	Lennar Homes, Inc.	OR 12477 PGs 1090-1117
	1 st Addendum to Developer Agreement	OR 15562 PGs 1058-1064
8/19/93	Levitt Homes Incorporated	OR 7867 PGs 1469-1500
8/21/97	Maharaj, John	OR 9957 PGs 1174-1208
5/8/91	Masilotti, Anthony R. Enterprises, Inc.	OR 6833 PGs 1195-1216
12/16/05	Mayfair Builders, Inc.	none
5/18/95	Messina, Louis	OR 8756 PGs 329-357
12/2/93	Moore's True Value Hardware, Inc.	OR 8025 PGs 427-456
11/28/89	Morello, Gary (Addendum)	OR 6345 PGs 931-933
2/19/88	Morello, Gaspar	OR 6096 PGs 378-399
1/16/92	Morello, Gaspar	OR 7102 PGs 234-274
7/25/86	Packer, Abraham and Gertrude	OR 6096 PGs 327-361
1/7/05	Palm Beach Associates IV, LLLP	None
9/26/00	Palm Beach County, BCC	OR 12262 PGs 1354-1379
5/1/95	Palm Beach County	OR 9058 PGs 309-332
6/28/94	Palms West Funeral Home & Crematory	OR 8345 PGs 1128-1157

EXHIBIT "J"

DEVELOPER AGREEMENTS

Date	Name	OR & PG #
1/18/89	Povia-Ballantine Corporation	OR 6096 PGs 553-574
9/26/89	Povia-Ballantine Corporation	OR 6264 PGs 85-107
9/26/89	Povia-Ballantine Corporation	OR 6264 PGs 155-177
11/2/89	Povia-Ballantine Corporation – (Development Agmt Modification & Termination)	OR 6345 PGs 934-936
9/17/93	PWH II Investors, Ltd (Palms West Medical Building #1	OR 7900 PGs 512-540
10/17/96	PWH III Investors, Ltd	OR 9531 PGs 697-731
1/2/97	PWH IV Investors, Ltd	OR 9604 PGs 1562-1596
1/2/97	PWH IV Investors, Ltd. – Termination of Developer Agreement	OR 11418 PGs 1137-1140
10/1/85	R.P.B. Industrial Park, Inc.	OR 6096 PGs 527-552
12/8/00	R.P.G. of S. Florida, Inc.	OR 12200 PGs 723-748
9/5/02	R.P.G. of S. Florida, Inc.	OR 14142 PGs 1003-1028
7/1/92	Rapid Improvement Corp.	OR 7350 PGs 288-317
4/16/98	Reitano Enterprises, Inc.	OR 10388 PGs 622-651
7/24/87	Royal Palm Associates, Ltd.	OR 6096 PGs 575-589
2/2/95	Royal Palm Beach Colony Ltd. Partnership	OR 8614 PGs 1293-1338
6/25/03	Royal Palm Capital Realty, LLC	OR 15466 PGs 0987-1012
6/29/88	Royal Palm Homes, Inc.	OR 6096 PGs 621-642
7/16/92	Royal Palm Management, Inc.	OR 7330 PGs 226-257
1/7/00	Royal Palm Storage Limited Partnership	OR 11558 PGs 1142-1167
7/18/91	Royal Palm West, Inc.	OR 6913 PGs 95-130

EXHIBIT "J"
DEVELOPER AGREEMENTS

Date	Name	OR & PG #
10/17/88	Royal Professional Builders, Inc.	OR 8122 PGs 148-169
12/7/89	Royal Professional Builders, Inc. – Release Agreement	OR 6291 PGs 1624-1625
7/19/90	Royal Professional Builders, Inc.	OR 6535 PGs 857-878
9/19/91	Royal Professional Builders, Inc.	OR 6991 PGs 358-387
6/18/92	Royal Professional Builders, Inc.	OR 7350 PGs 166-195
6/18/92	Royal Professional Builders, Inc.	OR 7350 PGs 196-225
10/6/94	Royal Professional Builders, Inc.	OR 8477 PGs 1544-1571
4/22/02	Royal Professional Builders, Inc.	OR 13639 PGs 1044-1071
12/19/02	Royal Professional Builders, Inc. and T & C Properties, LLC	OR 14614 PGs 1421-1449
5/16/91	Santamaria, Jess R. trustee	OR 6833 PGs 1249-1270
5/7/92	Santamaria, Jess R. Trustee	OR 7255 PGs 1729-1758
5/7/92	Santamaria, Jess R. Trustee	OR 7255 PGs 1789-1818
10/9/90	Sawyer, Delones T.	OR 6618 PGs 1618-1640
10/30/98	Schmidt Investments Limited Partnership	OR 10783 PGs 1272-1306
11/3/89	School Board of Palm Beach County, Florida	OR 6345 PGs 910-930
12/1/91	School Board of Palm Beach County, Florida	OR 7771 PGs 986-1017
12/1/94	School Board of Palm Beach County	OR 8528 PGs 857-884
4/20/95	Shell Oil Company	OR 8721 PGs 1317-1345
10/21/99	SJM Partners, Ltd.	OR 11418 PGs 1141-1177

EXHIBIT "J"

DEVELOPER AGREEMENTS

Date	Name	OR & PG #
12/16/99	Slabbage Group R.P.B., Inc.	OR 11519 PGs 78-106
	1 st Addendum to Developer Agmt 12/8/00	OR 12200 PGs 749-753
	2 nd Addendum to Developer Agmt 4/19/01	OR 12531 PGs 1257-1261
	3 rd Addendum to Developer Agmt 6/18/01	OR 12692 PGs 103-107
5/18/89	South Pacific Enterprises, Ltd	OR 6096 PGs 460-481-A
1/18/90	South Pacific Enterprises, Ltd.	OR 6345 PGs 862-884
4/5/02	South Pacific Enterprises, Limited Partnership	OR 13639 PGs 1179-1205
3/16/89	Southern Centers, Inc.	OR 6096 PGs 590-620
11/2/95	Southern Centers, Robert L. Miller d/b/a	OR 8994 PGs 1289-1318
7/11/91	Southern Deli	OR 6913 PGs 214-236
11/17/00	Southstar Commerce Park Limited Partnership	OR 12149 PGs 677-702
	Assignment of & 1 st Addendum	OR 13700 PGs 0048-0051
10/17/91	Star Enterprise, a General Partnership	OR 7018 PGs 794-823
1/19/01	Starwood Wasserman Construction Services LLC	OR 12274 PGs 903-931
	1 st Addendum to Developer Agmt 8/17/01	OR 12836 PGs 21-25
3/5/92	Taco Bell Corp.	OR 7152 PGs 1891-1920
1/28/04	Target Corporation	OR 16538 PGs 0208-0234
	Addendum to Developer Agmt 1/29/04	none
9/8/94	Traino, Thomas	OR 8429 PGs 299-328
12/19/02	Tri-Management Company	OR 14614 PGs 1450-1475
2/15/90	United Capital Development Corporation	OR 6398 PGs 1101-1122

EXHIBIT "J" DEVELOPER AGREEMENTS

Date	Name	OR & PG #
10/17/91	Urbandale Royal PB, Inc.	OR 7064 PGs 523-554
4/11/05	Vanmarc Realty Corp.	None
12/7/01	Village Shoppes, Inc.	OR 13181 PGs 1283-1308
	1 st Addendum to Developer Agmt 3/27/02	OR 13570 PGs 0246-0251
11/21/96	W. E. and V. K. Cox, Inc.	OR 9546 PGs 54-83
1/17/90	Welaver, K. J.	OR 6345 PGs 889-909
8/30/89	Wellington Animal Hospital	OR 6264 PGs 59-84
8/17/00	Wendy's of N.E. Florida, Inc.	OR 12006 PGs 894-924
6/2/00	West Palm Radiation Associates	OR 11817 PGs 623-654
12/16/91	Weybridge Associates, Inc.	OR 7102 PGs 204-233

ASSIGNMENT AND ASSUMPTION OF INTERLOCAL AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF INTERLOCAL AGREEMENTS ("Assignment") is made and entered into as of the 27th day of April, 2006, by and between the VILLAGE OF ROYAL PALM BEACH, a municipal corporation (hereinafter, referred to as "Assignor") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee, have entered into an Agreement of Purchase and Sale of Water and Wastewater Assets dated February 28, 2006, pursuant to which Assignor and Assignee desire to assign all of Assignor's right, title and interest in certain Interlocal Agreements to Assignee, as referenced in **Schedule "A"** to this Agreement.

NOW, THEREFORE, Assignor for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, assigns, sets over and delivers to Assignee all of Assignor's right, title and interest in, to and under the Interlocal Agreements attached hereto as **Schedule "A,"** which is incorporated herein by reference.
2. Assignor represents to, warrants to, and covenants with Assignee as follows:
 - a. Assignor is the sole and lawful owner of the Interlocal Agreements identified in **Schedule "A"** and has the lawful authority to transfer and assign the Interlocal Agreements.
 - b. There are no defaults by Assignor of any type or nature under the Interlocal Agreements and there exists no state of facts, conditions or events that with the giving of notice or the lapse of time would constitute a default under the Interlocal Agreements.
 - c. The Interlocal Agreements are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived.
 - d. Assignor has (i) given proper notice required under any of the Interlocal Agreements, or (ii) received required consent under any of the Interlocal Agreements.
 - e. Assignor has not and shall not execute any other assignment of the Interlocal Agreements and has not and shall not perform any acts or execute any other instrument that might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of any Interlocal Agreement or this Assignment.
3. Assignee hereby consents to the assignment of the Interlocal Agreements set forth in **Schedule "A."**
4. Assignee hereby assumes the covenants, conditions and obligations contained in the Interlocal Agreements arising subsequent to the date of this Assignment.
5. This Assignment shall be governed by, and construed in accordance with, the

laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Interlocal Agreements as of the 27th day of April, 2006.

ATTEST:

Diane DiSanto
Diane DiSanto, Acting Village Clerk

VILLAGE OF ROYAL PALM BEACH,
FLORIDA, a municipal corporation

By: David A. Lodwick
David A. Lodwick, Mayor

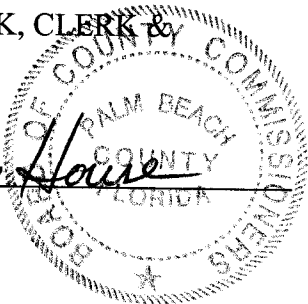
Approved as to form and legality:

Thomas A. Cloud
Thomas A. Cloud, Special Counsel for the
Village of Royal Palm Beach

Date: APRIL 26, 2006

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

BY: Phyllis House
Deputy Clerk



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Tony Masilotti
Tony Masilotti, Chairman

(SEAL)

Date: 4/27/06

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

[Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: Billy Beamer
Department Director

G:\Palm Beach\Village Closing Documents\Assignment & Assumption of Interlocal Agreements.doc

SCHEDULE "A"

1. 02/15/89 Water Easement – Tri-Party Agreement between Indian Trail Water Control District, Village of Royal Palm Beach and Norske USA Inc OR BK 5973 PGs 676-680

2. 02/15/89 Agreement between Village of Royal Palm Beach and Norske USA Inc for the benefit of Indian Trail Water Control District OR BK 5974 PGs 1392-1398

3. 01/18/90 Agreement between Village of Royal Palm Beach and Seacoast Utility Authority

4. 10/02/97 Settlement Agreement between Village of Wellington, Acme Improvement District, Jess R. Santamaria, Richard D. Nielsen, Norton Tyson, Daniel J. Kush, Uriah Belle, and the Village of Royal Palm Beach

5. 05/08/98 Water & Wastewater Interconnection Agreement between Village of Royal Palm Beach and City of West Palm Beach



CFN 20060251782
OR BK 20266 PG 0601
RECORDED 05/01/2006 08:22:37
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0601 - 609; (9pgs)

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

**ASSIGNMENT OF ACCESS AGREEMENT TO
PALM BEACH COUNTY**

THIS AGREEMENT is made and entered into this 27th day of April, 2006, by the **VILLAGE OF ROYAL PALM BEACH**., a Florida municipal corporation created under the laws of the State of Florida (hereafter "GRANTOR") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "GRANTEE").

RECITALS

1. GRANTOR is selling its water and wastewater system to GRANTEE in accordance with the Agreement of Purchase and Sale of Water and Wastewater Assets dated February 28, 2006.
2. GRANTOR is conveying a 15.22-acre property to GRANTEE to build and operate a regional water treatment plant.
3. To enable GRANTEE to access the 15.22-acre site, GRANTOR agrees to assign its rights under an existing Access Agreement with the Indian Trail Water Control District (hereafter "ITID"), subject to a reservation of rights in GRANTOR.

ACCORDINGLY, for and in consideration of \$10.00 and other valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. ASSIGNMENT OF RIGHTS UNDER ACCESS AGREEMENT. The GRANTOR does hereby give, grant, and assign unto the GRANTEE, its successor and assigns, its rights of access, ingress and egress

over, upon, and across that property described in the July 3, 1983 Access Agreement with ITID recorded at Official Records Book 4012, Page 0573, subject to the terms and conditions set forth therein. A copy of the Access Agreement is set forth in Exhibit "A" attached to and incorporated in this Agreement. GRANTOR and GRANTEE shall equally assume the maintenance responsibility for the access road described in the Access Agreement.

SECTION 2. RESERVATION OF RIGHTS. GRANTOR hereby specifically reserves the right to continue to use the easements as granted in the Access Agreement, and GRANTEE hereby consents to said reservation of rights.

SECTION 3. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR's and GRANTEE's respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement in a manner and form sufficient to be bound as of the date and year first above written.

ATTEST:




Diane DiSanto, Acting Village Clerk

(SEAL)

GRANTOR:

**VILLAGE OF ROYAL PALM BEACH,
a municipal corporation**

By: 

David A. Lodwick, Mayor

Date: APRIL 26, 2006

Approved as to form and legality:

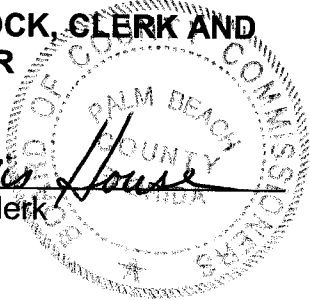


Thomas A. Cloud, Special Counsel for
the Village of Royal Palm Beach

ATTEST:
SHARON R. BOCK, CLERK AND
COMPTROLLER

By: *Phyllis House*
Deputy Clerk

(SEAL)



GRANTEE:

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: *Tony Masilotti*
Tony Masilotti, Chairman

Date: *4/27/06*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: *[Signature]*
Director of Water Utilities

ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this ^{3rd} day of July, 1983 by and between ROYAL PALM BEACH UTILITIES COMPANY, a Florida corporation (the "Utility"), whose executive offices are located at 8080 N. E. 5th Avenue, Miami, FL. 33138, and INDIAN TRAIL WATER CONTROL DISTRICT (the "District"), whose executive offices are located at 1030 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411.

BACKGROUND

A. The Utility is the fee owner of that certain parcel of land in Palm Beach County, Florida, described as follows:

The North 200 feet of Section 15 in Township 43 South, Range 41 East, Palm Beach County Florida,

herein referred to as the "Property". The Property was the subject matter of an Easement Agreement between the Utility's predecessor in chain of title, Palm Beach Colony, Inc., as Grantor, and the District, as Grantee, dated December 17, 1968 and recorded January 7, 1969 in Official Record Book 1694 at page 1753 of the Public Records of Palm Beach County, Florida (the "Easement"). Under the Easement, Utility's predecessor in title granted to the District, its successors and assigns, an easement for digging canals and constructing roadways over the Property.

B. The Grantor under the Easement, Palm Beach Colony, Inc., was the predecessor in title to Royal Palm Beach Colony, Inc., who in turn was the predecessor in title to the Utility herein, each of such successors in the chain of title having taken title to the Property subject to and in recognition of the Easement.

C. On March 30, 1983, the Utility entered into an Agreement of Purchase and Sale with the Village of Royal Palm Beach (the "Village"), under which the Utility has agreed to sell all or substantially all of its water and sewer utility assets to the Village. In connection with preparation for closing of such transaction, the parties have deemed it desirable, and in the best interests of the Village and the District, to clarify and confirm the existence of the Easement, as well as to confirm to the Utility, and its successor, the Village, that Village will have continued road access to and from Utility's plant and system sites adjacent to the Property, by way of the access road described in Exhibit "A" attached hereto and made a part hereof (the "Access Road").

D. In exchange for the District's agreement to perpetually allow use of the Access Road by Utility, its successors and assigns, the Utility, its successors and assigns, have agreed to assume continued maintenance responsibility for the Access Road.

E. This Agreement is entered into to confirm the agreements and understandings of the parties described above.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and for other good and valuable considerations the receipt of which each of the parties acknowledge, it is agreed as follows:

83 156770

1983 AUG 11 PM 1:40

25-60

84012 P0573

1. The recitations of fact described above in the "Background" section of this Agreement are true and correct and incorporated herein by reference.

2. The Utility hereby reaffirms the Easement heretofore granted to the District of Utility's predecessor in chain of title, under the Easement Agreement between Palm Beach Colony, Inc., as Grantor, and the District, as Grantee, dated December 7, 1968 and recorded January 7, 1969 in Official Record Book 1694 at page 1753 of the Public Records of Palm Beach, County, Florida (the "Easement"). It is specifically recognized that one of the purposes of said easement to the District is to grant access by the District to its M-1 Canal and the road adjacent thereto for maintenance purposes.

3. The parties acknowledge that there currently exists an Access Road in the Easement Area, located and described under the engineer's sketch and legal description attached hereto as Composite Exhibit "A" (the "Access Road"). The Access Road has been continually utilized by Utility for ingress, egress and road access to Utility's water and sewer plant sites located adjacent to the Property. The District agrees that in the utilization of its Easement herein described, it will perpetually allow use of the Access Road by Utility, its successors and assigns, for purposes of ingress, egress and access to said plant sites; and the District will never utilize its easement in such a manner as to despoil, destroy, eliminate, obstruct or in any manner interfere with the use of said Access Road by Utility, its successors or assigns.

4. In consideration for District's agreement to allow continued use of the Access Road, and the District's agreement not to eliminate said Access Road in the utilization of District's Easement, the Utility, its successors and assigns, hereby assume responsibility for continued maintenance and repair of said Access Road, including the culvert as shown on the attached Exhibit A, page two, at the cost of Utility, its successors, or others than the District.

5. This Agreement shall be binding upon and inure to the benefit of the Utility and the District, their successors and assigns, including but not limited to, the Village of Royal Palm Beach (the "Village"), who has joined in the execution of this Agreement to evidence its assent thereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their authorized officers, this 31st day of August, 1983.

ROYAL PALM BEACH UTILITIES COMPANY

By [Signature]
President

ATTEST: [Signature]
Secretary

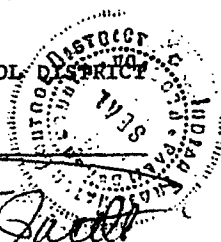
THE UTILITY

(SIGNATURES CONTINUE ON NEXT PAGE)

INDIAN TRAIL WATER CONTROL DISTRICT

By [Signature]
Chairman

ATTEST: [Signature]
Secretary



THE DISTRICT

THE FOREGOING AGREEMENT IS AGREED TO FOR THE PURPOSES DESCRIBED THEREIN, AS APPLIED TO:

VILLAGE OF ROYAL PALM BEACH

By [Signature]
Vice Mayor

ATTEST: [Signature]
Clerk

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

BEFORE ME PERSONALLY APPEARED HERBERT L. KAPLAN and MARTIN J. KATZ, as President and Secretary, respectively, of Royal Palm Beach Utilities Company, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal this 9th day of August, 1983.

[Signature]
Notary Public, State of Florida, at Large



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 13, 1984
BONDED THRU GENERAL INS. UNDERWRITERS

B4012 P0575

(ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE)

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

BEFORE ME PERSONALLY APPEARED HERBERT L KAPLAN and M. A. DUNN, F. DACEY, as Chairman and Secretary of Indian Trail Water Control District, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of August, 1983.

Blayne M. Ray
Notary Public - State of Florida at Large

My commission expires:

Notary Public State of Florida at Large
My Commission Expires April 3, 1985

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

BEFORE ME PERSONALLY APPEARED NORMAN L. HAVER and BEVERLY BURCAN, as Mayor and Clerk, respectively, of The Village of Royal Palm Beach, Florida, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal this 8th day of August, 1983.

Patricia Sage
Notary Public - State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 9 1986
BONDED THRU GENERAL LIABILITY UND

This instrument prepared by: KENNETH M. MYERS, ESQ.,
MYERS, KENIN, LEVINSON, RUFFNER, FRANK & RICHARDS,
1428 Brickell Avenue, Miami, Florida 33131 (305/371-9041)

B4012 P0576

Job No: 81-900
By: PM Chk:
June 23, 1983
4, 4A

LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

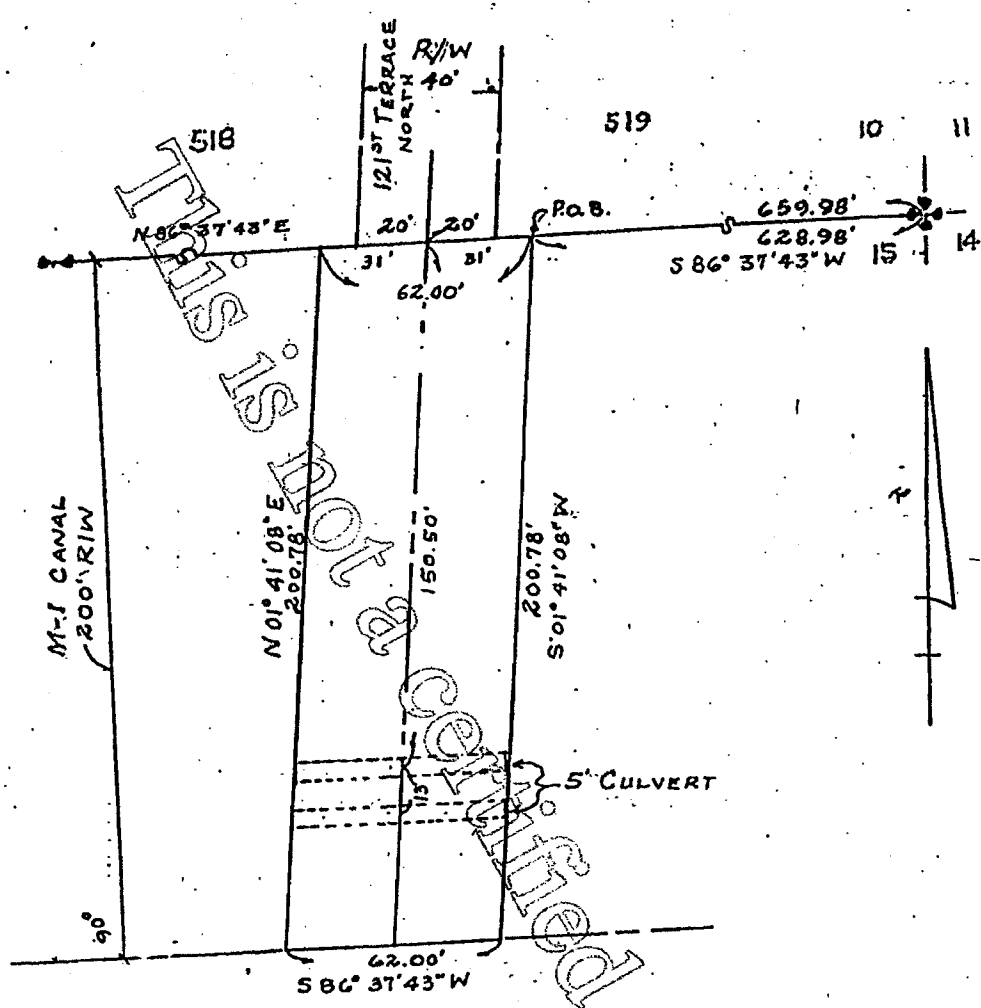
A parcel of land in the Northeast Quarter (N.E.¼) of Section 15,
Township 43 South, Range 41 East, Palm Beach County, Florida and being
more particularly described as follows:

Commence at the Northeast corner of said Section 15;
thence South $86^{\circ} 37' 43''$ West (for convenience the bearings shown herein are
relative to an assumed meridian) along the North Line of said Section 15, a
distance of 628.98 feet to the POINT OF BEGINNING of this description;
thence leaving said North Line South $01^{\circ} 41' 08''$ West, a distance of 200.78
feet;
thence South $86^{\circ} 37' 43''$ West along a line that is 200.00 feet South of and
parallel with the North Line of said Section 15, a distance of 62.00 feet;
thence North $01^{\circ} 41' 08''$ East, a distance of 200.78 feet to a point of
intersection with the North Line of said Section 15;
thence North $86^{\circ} 37' 43''$ East along said North Line, a distance of 62.00 feet
to the POINT OF BEGINNING.

Containing 0.29 Acres more or less.

SUBJECT to existing Easements, Rights-of-Way, Restrictions and Reservations
of record.

B4012 P0577



THIS SKETCH IS NOT A SURVEY.
TO ACCOMPANY DESCRIPTION ONLY.

GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC. WEST PALM BEACH, FLORIDA				
INGRESS AND EGRESS EASEMENT SEC. 15 TWP. 43S, RGE. 41E, PALM BEACH COUNTY, FLORIDA				
DESIGNED	DRAWN	CHECKED	JOB NO.	DRAWING NO.
	W.R.C.	P.M.	81-900	
DATE	SCALE	APPROVED	FILE NO.	SHEET 2 OF 2
6-22-83	1" = 40'	<i>[Signature]</i>		

84012 P0578

COMPOSITE EXHIBIT "B", PAGE 2

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

**CERTIFICATE OF
PALM BEACH COUNTY, FLORIDA
REQUIRED BY SECTION 12.2(3)(b) OF THE
AGREEMENT OF PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH AND PALM BEACH COUNTY, FLORIDA**

The undersigned representative of PALM BEACH COUNTY, FLORIDA (the "County") pursuant to the requirements of Section 12.2(3)(b) of that certain Agreement of Purchase and Sale of Water and Wastewater Assets (the "Agreement") by and between the Village of Royal Palm Beach and Palm Beach County, Florida, DOES HEREBY CERTIFY to the VILLAGE OF ROYAL PALM BEACH (the "Village") as follows:

1. Authority for Agreement. The County has the authority and power to execute and deliver the Agreement and to carry out its obligations hereunder. The County has held all of the necessary public hearings to authorize the County's exercise of its option to purchase the Utility Systems, as that term is defined or referenced in the Agreement.
2. Delivery of Resolution. County has delivered or will deliver to the Village a certified copy of the minutes or any resolution of the County Commission approving the County's execution and performance of this Agreement.
3. Litigation. There are no actions, suits, or proceedings at law or in equity, pending against the County before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the County's right and ability to make and perform the Agreement; nor is the County aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding.

IN WITNESS WHEREOF, I have hereunto set my hand, this 26th day of April, 2006.

ATTEST:

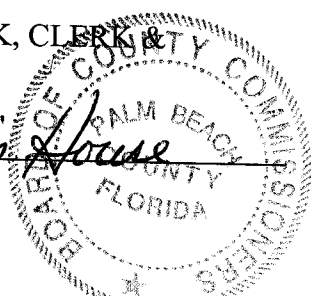
SHARON R. BOCK, CLERK &
COMPTROLLER

BY: Phyllis House
Deputy Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

[Signature]
County Attorney



**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: Tony Masilotti
Tony Masilotti, Chairman

Date: 4/26/06

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Department Director

**CERTIFICATE OF
VILLAGE OF ROYAL PALM BEACH, FLORIDA
REQUIRED BY SECTION 12.1(6) OF THE
AGREEMENT OF PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH AND PALM BEACH COUNTY,
FLORIDA**

The undersigned representative of VILLAGE OF ROYAL PALM BEACH, FLORIDA (the "Village") pursuant to the requirements of Subsection 12.1(6) of that certain Agreement of Purchase and Sale of Water and Wastewater Assets (the "Agreement") by and between the Village of Royal Palm Beach and Palm Beach County, Florida, DOES HEREBY CERTIFY to PALM BEACH COUNTY, FLORIDA (the "County") as follows:

1. **Organization, Standing And Power.** The Village is a municipal corporation formed under the laws of the State of Florida. The Village has all requisite power and authority to own, lease and sell its properties being conveyed hereunder and the Utility Systems, and to conduct its businesses related thereto as it is currently being conducted.

2. **Authority for Agreement.** The Village has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized by all action required to be taken by the Village, has been duly executed and delivered by the Village, and constitutes a valid and binding obligation of the Village, enforceable in accordance with its terms.

3. **No Liens or Encumbrances.** Except as otherwise specifically set forth in the Agreement or as may be released prior to the Closing Date there are no mortgages, liens, claims or encumbrances of any type or nature upon or against the Purchased Assets including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in Palm Beach County or with the Secretary of State. The Village is in exclusive ownership, possession, and control of the Purchased Assets except for non-exclusive easements, and Village shall deliver possession and control of the Purchased Assets to the County as set forth on Exhibit B attached to the Agreement.

4. **Litigation.** There are no actions, suits, or proceedings at law or in equity, pending against the Village before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility Systems other than the lawsuit it is involved in with the County against the Village of Wellington and Seminole Improvement District regarding service areas or any of the Purchased Assets or the Village's right and ability to make and perform this Agreement; nor is the Village aware of

any facts which to its knowledge are likely to result in any such action, suit or proceeding. The parties acknowledge that they have a continuing duty to assist each other in the above-referenced lawsuit and that neither may withdraw or settle same without consent of the other. The Village is not in default with respect to any permit, approval order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility Systems or any of the Purchased Assets. The Village agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the Utility Systems.

5. **Leases.** None of the Purchased Assets are subject to any interest of any lessor or lessee.

6. **No Governmental Violations.** The Village is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the Utility Systems. Village shall be responsible for any such violations occurring prior to the Closing Date even if Village or County only receives notice after the Closing Date.

7. **No Record Violations.** The Village is not aware and has not been notified of any restrictions or conditions of record which would adversely affect the use of the Utility Systems on the Real Property or Easements as described in Exhibits B and C.

8. **Disclosure.** No representation or warranty made by the Village in this Certificate contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading. Should the Village become aware that any of the representations or warranties of Village provided for herein are, or may reasonably be, materially untrue or incorrect, Village will promptly advise the County of same, in writing, specifying in reasonable detail the reasons why the Village believes such representations or warranties of Village are, or may reasonably be, untrue or incorrect.

9. **Survival of Covenants.** Village agrees that its representations and warranties set forth herein are true and correct as of the date of the execution hereof and are true and correct at the time of the Closing Date, and shall survive the Closing Date.

10. **FIRPTA.** The Village is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in the Internal Revenue Code.

11. **No Violation by Virtue of Election.** The execution, delivery and performance of the Agreement will not violate any provision of law, order of any court or agency of government, or any indenture, agreement, or other instrument to which the Village is a party, or by which it is bound.

12. **No CERCLA Violations.** The Real Property portion of the Purchased Assets has complied with, and the Village has not violated, in connection with the ownership, use, maintenance, or operation of the Real Property or the remainder of the Purchased Assets, applicable environmental, federal, state, County, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act, and the Florida equivalence thereto, if any ("Environmental Laws"). Village has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and Village has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

13. **No Construction.** There is no construction work in progress on the Real Property to be conveyed.

14. Capitalized terms contained herein have the same meaning as set forth in the Agreement.

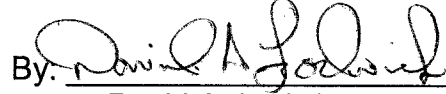
IN WITNESS WHEREOF, I have hereunto set my hand, this 26th day of April, 2006.

ATTEST:

VILLAGE OF ROYAL PALM BEACH,
a municipal corporation



Diane DiSanto, Acting Village Clerk

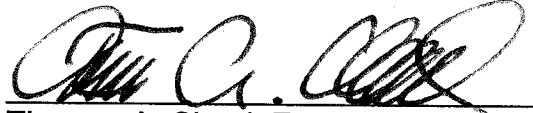
By: 

David A. Lodwick, Mayor

Date: April 26, 2006

(SEAL)

Approved as to form and legality:



Thomas A. Cloud, Esquire

CLOSING STATEMENT

TRANSFEROR: **VILLAGE OF ROYAL PALM BEACH**, a municipal corporation

TRANSFeree: **PALM BEACH COUNTY**, a political subdivision of the State of Florida

SUBJECT PROPERTY: Tract A, SECTION 15, NORTHEAST QUARTER, according to the plat thereof as recorded in Plat Book 107, Pages 173 through 174, Public Records of Palm Beach County, Florida. (approx. 15.224 acres), together with substantially all water and sewer utility assets owned by the Village of Royal Palm Beach

GOVERNING AGREEMENT: Agreement of Purchase and Sale of Water and Wastewater Assets between Village of Royal Palm Beach and Palm Beach County, dated February 28, 2006

DATE OF CLOSING: April 27, 2006

PLACE OF CLOSING: Village Meeting Hall, Royal Palm Beach

CLOSING AGENT: GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

TITLE INSURER: Fidelity National Title Insurance Company

A. CREDITS

	<u>CREDIT TRANSFeree</u>	<u>CREDIT TRANSFEROR</u>
Purchase Price		\$70,000,000.00
Insurance payment in lieu of vehicle	\$ 4,500.00	
Security Deposits	1,304,826.04	
Interest on Security Deposits	52,193.04	
Sub Total	<u>1,361,519.08</u>	<u>(1,361,519.08)</u>
CASH BALANCE DUE: (plus expenses)		\$68,638,480.92

B. COSTS

	<u>CHARGE</u> <u>TRANSFeree</u>	<u>CHARGE</u> <u>TRANSFEROR</u>
Recording Fees:		
a) Warranty Deed (3 pgs)	\$ 27.00	
b) Assignment of Easements (2 pgs)		\$ 18.50
c) Affidavit of Owner w/1983 Bill of Sale (33 pgs)		282.00
d) Resolution No. R-2006-0409 authorizing Palm Beach County to acquire Easements and Property(certified copy)	4.50	
e) Assignment of Access Agreement (10 pgs)		86.50
f) Village Council Resolution approving the Agreement of Purchase and Sale (certified copy - estimated)		20.00
Documentary Stamp Tax on Warranty Deed		N/A
Seller's attorney's fees and costs		27,294.95
Title Search Expense		20,000.00
Title Insurance Premium, Owner's Policy		38,325.00
State Revolving Loan payoff (to DEP)*		3,537,915.66
1998 and 2001 Bond Defeasance (to Wells Fargo)* (total debt payment to be held in invested escrow)		21,126,520.49
TOTAL	\$ 31.50	\$24,750,463.10

C. SUMMARY

CASH BALANCE DUE TO TRANSFEROR:	\$68,638,480.92	CASH BALANCE DUE FROM TRANSFEE:	\$68,638,480.92
LESS: TRANSFEROR'S EXPENSES OF SALE	\$24,750,463.10	PLUS: TRANSFEREE'S EXPENSES OF PURCHASE:	\$31.50
NET CASH TO TRANSFEROR*:	<u>\$ 43,888,017.82</u>	TOTAL CASH DUE FROM TRANSFEE	<u>\$ 68,638,512.42</u>

* wiring instructions attached

POST CLOSING AGREEMENTS

Transferor and Transferee hereby agree that possession of the Subject Property shall be delivered by Transferor to Transferee on the Date of Closing, and that Transferee shall assume all management and operating responsibilities for the Date of Closing and thereafter.

The Transferor represents and warrants to Transferee that all ad-valorem real property taxes and non ad-valorem assessments for periods prior to December 31, 2005 have been paid.

APPROVAL OF CLOSING STATEMENT

Transferor and Transferee hereby acknowledge that they have read and approved the within and foregoing Closing Statement and agree that it accurately reflects the substance of the financial aspects of the transaction contemplated by the Governing Contract and hereby approve the Transferee's payment and the Closing Attorneys' disbursement of the proceeds of the subject transaction in the manner, in the amounts and to the persons/entities hereinabove set forth.

UNDERTAKING OF CLOSING AGENT

Closing Agent hereby agrees with Transferee and Transferor to undertake its duties as Closing Agent for the subject purchase and sale transaction, to abide by and comply with the within and foregoing instructions of Transferee and Transferor, and to disburse the proceeds of the subject purchase and sale transaction at Closing in the manner, to the persons/entities, in the amounts and at the times hereinabove specified in the within and foregoing Closing Statement.

GRAYROBINSON, P.A.

By: _____

Thomas A. Cloud

UNDERTAKING OF TITLE AGENT

Title Agent hereby agrees with Transferee and Transferor to undertake its duties as Title Agent for the subject purchase and sale transaction and to fully abide by and comply with the within and foregoing instructions of Transferee and Transferor in that respect.


**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**

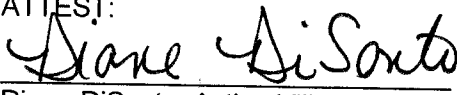
By: GRAYROBINSON, P.A., as agent

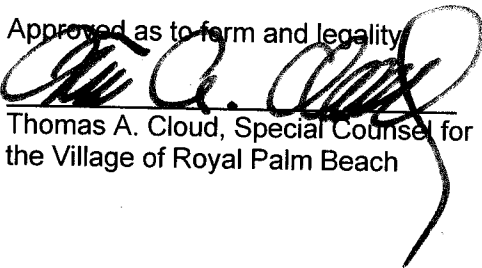
Phillip R. Finch

IN WITNESS WHEREOF, Transferee and Transferor have caused this Closing Statement to be executed as of the Closing Date.

TRANSFEROR:
VILLAGE OF ROYAL PALM BEACH,
a municipal corporation

By: 
DAVID A. LODWICK, Mayor


ATTEST:

Diane DiSanto, Acting Village Clerk

Approved as to form and legality

Thomas A. Cloud, Special Counsel for
the Village of Royal Palm Beach

TRANSFEE:
PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State of
Florida

BY ITS: BOARD OF COUNTY
COMMISSIONERS

By: 
Tony Maslotti, County Chairman

ATTEST:
SHARON R. BOCK, Clerk and Comptroller
By: 
Deputy Clerk



(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


County Attorney

Approved as to terms and conditions:


Director of Water Utilities

Wire Transfer instructions

1998 and 2001 Bond Defeasance

Wire transfer instructions to Escrow Account:

\$21,126,520.49
Wells Fargo Bank, National Association
ABA: 121000248
Account: 0001038377
BNF: Corporate Trust Clearing
F/F/C: Village of Royal Palm Beach, Florida
Attn: Vladimir I. Munoz 904-281-2756

Village of Royal Palm Beach - Proceeds of Transfer

Wire transfer instructions to Village of Royal Palm
Beach Treasurer Account:

\$43,888,017.82
Receiving Financial Institute: ABA# 063000021
Wachovia Bank, N.A., Jacksonville, FL
Beneficiary - Village of Royal Palm Beach Acct. # 2090001961774

State Revolving Loan

Wire transfer instructions:

3,537,915.66
Receiving Financial Institute: ABA#026009593
Bank of America, N.A., New York, N.Y.
Beneficiary: State Treasurer Concentration Acct. # 1000004444

Originator to Beneficiary Info.: DEP 488 2400 for further credit to CWSRF80205P

GrayRobinson, P.A.

Wire transfer instructions for incoming wire
from Palm Beach County:

\$68,638,512.42
WACHOVIA
Jacksonville, Florida
ABA Routing #063 000 021
GrayRobinson, P.A.
IOTA Trust Account
Account # **2000026003490**
Please contact Private Banking Orlando (407) 649-5060

RESOLUTION NO. 06-09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPROVING LAND DEVELOPMENT APPLICATION NO. 06-03 (SP) - THE APPLICATION OF THE VILLAGE OF ROYAL PALM BEACH, PERTAINING TO SITE PLAN APPROVAL TO CONSTRUCT AN UNMANNED WASTEWATER PUMP STATION BUILDING AND A MEMBRANE WATER TREATMENT FACILITY IN AN INITIAL CAPACITY OF 10 MILLION GALLONS PER DAY WITH THE ABILITY TO EXPAND TO 20 MILLION GALLONS PER DAY ON A 15.22 ACRE PARCEL OF LAND LOCATED AT 980 CRESTWOOD BOULEVARD NORTH IN THE VILLAGE OF ROYAL PALM BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village Council of the Village of Royal Palm Beach, Florida ("Village"), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166 Florida Statutes, is authorized and empowered to consider applications relating to zoning and land development; and

WHEREAS, the notice and hearing requirements provided for in the Village Code have been satisfied where applicable; and

WHEREAS, Application No. 06-03) was presented to the Village Council at its public hearing conducted on March 16, 2006; and

WHEREAS, the Village Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Village review agencies, boards, and commissions, where applicable; and

WHEREAS, this approval is subject to all applicable Zoning Code requirements that development commence in a timely manner.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPLICATION NO. 06-03 (SP), THE APPLICATION OF THE VILLAGE OF ROYAL PALM BEACH BY AGENT, KEVIN ERWIN, ASSOCIATE PLANNER, ON A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Was approved, subject to the following conditions:

PLEASE SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Vice Mayor Mattioli moved for approval of the application. The motion was seconded by Councilman Swift and upon being put to a vote, the vote was as follows:

Mayor David A. Lodwick		Yes
Vice Mayor Fred Pinto		Yes
Council person Group 1	<i>David Swift</i>	Yes
Council person Group 2	<i>Barbara Rosenberg</i>	Yes
Council person Group 3	<i>Matty Mattioli</i>	Yes

The foregoing Resolution was declared duly passed and adopted this 16th day of March, 2006 confirming the action of Village Council of March 16, 2006.

Approved as to form and legal sufficiency by:

John J. White
VILLAGE ATTORNEY

David A. Lodwick
MAYOR DAVID A. LODWICK

The Village of Royal Palm Beach,
Palm Beach County, Florida,
By its Village Council

Mary Ann Gould
VILLAGE CLERK

APPLICATION NO. 06-03(SP)

I, Diane DiSanto, Village Clerk
of the Village of Royal
Palm Beach, Florida, do hereby certify
that this is a true and correct copy of
RESOLUTION NO. 06-09
In witness whereof, I have hereunto set my
hand and affixed the seal of the Village of
Royal Palm Beach, Florida this 26th day
of APRIL 20 06
Diane DiSanto

Exhibit A
Legal Description
Northern Region Water Treatment Plant
06-03 (SP)
Resolution No. 06-09

EXACT LEGAL DESCRIPTION OF PROPERTY:

A portion of land in Section 15, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida being more Particularly described as follows:

Commencing at the North East Corner of said section 15 thence bearing S86° 37' 41.91"W along the North line of said section a distance of 453.877 feet thence bearing S1° 50' 26.42"W a distance of 356.474 feet to the POINT OF BEGINNING of the following described land:

thence bearing S 1° 50'26.420" W a distance of 394.494 feet ;
thence bearing S 64° 42'34.251" W a distance of 316.262 feet ;
thence bearing S 87° 53'54.268" W a distance of 399.711 feet ;
thence bearing N 38° 57'54.009" W a distance of 157.359 feet ;
thence bearing S 86° 37'41.908" W a distance of 367.017 feet ;
thence bearing N 3° 22'18.092" W a distance of 514.102 feet ;
thence bearing N 86° 37'41.908" E a distance of 1026.584 feet ;
thence bearing S 3° 22'18.092" E a distance of 140.000 feet ;
thence bearing N 86° 37'41.908" E a distance of 160.873 feet
to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida

CONTAINING 15.22 ACRES, MORE OR LESS

Exhibit B
Conditions of Approval
Northern Region Water Treatment Plant
06-03 (SP)
Resolution No. 06-09

1. Development Order:

This development order constitutes approval for:

Site plan approval for a water and wastewater plant on a 15.22 acre site with a maximum of 24,220 square feet of floor area, to be completed in three phases, phase one will include a 6400 square foot building housing the wastewater pump equipment, phase two will include an 11,420 square foot building housing the water treatment plant equipment, and phase three will include a 6400 square foot addition to the water treatment building , located in the northeast quadrant of 980 Crestwood Boulevard.

Unless specifically discussed in this condition or subsequent specific conditions of approval, no other approval is granted or implied.

2. Site Specific Conditions:

- A. The project is subject to and shall remain consistent with the provisions of the Palm Beach County Traffic Concurrency Standards.
- B. All infrastructures, including potable water, sanitary sewer, and storm water drainage shall be approved by the Village and installed prior to the issuance of the first Certificate of Occupancy.
- C. Prior to the issuance of a building permit, the applicant shall obtain final approval for the sanitary sewer system from the Village Engineer that will include connection to a lift station in a configuration and location acceptable to the Village. No Certificate of Occupancy shall be issued until the approved sewer system and lift station has been installed and accepted by the Village.
- D. The applicant shall revise and resubmit the site plan packet to incorporate all conditions of approval prior to the issuance of a building permit.
- E. This site plan approval shall remain valid so long as the applicant obtains a building permit within one year of the date of this approval and commences and continues construction in accordance with the phasing plan and the agreement of purchase and sale of water and wastewater assets by and between the Village of Royal Palm Beach and Palm Beach County, approved by the Village on February 16, 2006, and by the county on February 28, 2006.

3. Standard Conditions:

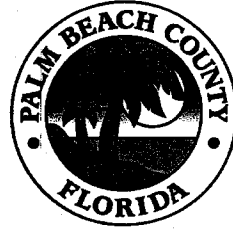
- A. Failure of the developer to comply with any of the Conditions of Approval at any time may result in the denial or revocation of building permits, issuance of a stop work order, denial of certificates of occupancy or the denial or revocation of other Village issued permits or approvals. Failure to commence development in a timely manner may also result in the revocation of development approval.
- B. While the site plan approval process requires the submission of certain preliminary drawings, plans and specifications, such items are subject to change to some degree during the detailed design and construction-permitting phase of the final approvals. Thus except where specifically noted herein, the specific Village Code provisions governing design standards will apply.

- C. Lighting shall be required on all roadways and parking facilities and shall be installed on all streets on which any building construction has commenced. No certificates of occupancy shall be issued until street lighting is installed and operating in accordance with the provisions of Section 22-50 (a)(10). Light spill over onto adjacent properties or roadways shall be less than 0.1-foot candles.
- D. The developer shall submit copies of permits from all agencies with regulatory jurisdiction prior to the issuance of a building permit.
- E. At the time of application for a building permit, seven (7) sets of engineering plans shall be submitted to the Engineering Department for review and approval. A certified cost estimate for paving, and drainage shall be included in the engineering submittal. An engineering plan review and inspection fee of three percent (3%) of the cost estimate shall be paid to the Engineering Department at the time engineering drawings are submitted. A copy of the receipt shall be provided to the Building Department upon submittal of a permit. Approval of site civil engineering elements will be required prior to the issuance of a building permit. Site plan approval shall not be construed as final engineering department approval.
- F. All public improvements associated with the project shall be completed prior to the issuance of any certificate of occupancy.
- G. Prior to the issuance of any building permit or conditional building permit the following must be completed:
 - 1. No building permits shall be issued until the construction drawings have been approved.
 - 2. The site plan and engineering drawings must be submitted in electronic format compatible with AutoCAD 14 or AutoCAD 2000 prior to the issuance of a building permit.
 - 3. Building plans must be submitted in electronic format for AutoCAD 14 or AutoCAD 2000.
- H. All advertising, legal documents, and correspondence shall refer to this location as being located within the Village of Royal Palm Beach.

4. Landscaping Conditions:

- A. Prior to the issuance of a Certificate of Occupancy the developer's Registered Landscape Architect shall provide a signed and sealed statement of completion.
- B. Vegetation removal shall not commence until a building permit has been applied for and vegetation removal permits have been issued.
- C. The property owner shall be responsible for the maintenance of landscaping in adjacent public and private roads up to the edge of pavement and waters edge.
- D. All perimeter landscape buffers shall be installed prior to issuance of a certificate of occupancy for phase two.
- E. The developer shall submit a landscape maintenance plan to the Village Landscape Inspector prior to the issuance of a Certificate of Occupancy.
- F. The landscape plan shall be revised and resubmitted to the Village to ensure that all landscaping is located outside of all easements prior to the issuance of a building permit.
- G. All shrub materials shown on the approved landscape plan shall be installed at no less than twenty-four (24) inches in height, but must be maintained at no less than thirty-six inches (36) in height.

- H. The practice of "hat racking" defined as the severe cutting back of branches, making internodal cuts to lateral limbs, leaves branch stubs larger than 1 inch in diameter within the tree's crown, is strictly prohibited for all trees listed in the approved landscape plan for installation. Trees shall be allowed to grow in a shape natural to their species, and shall only be pruned to remove limbs or foliage which presents a hazard to power lines or structures, or to remove dead, damaged or diseased limbs. In no case shall pruning result in trees which are smaller than the minimum requirements for spread or height, or are unnaturally shaped.



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

- Legend**
- P.B.C.W.U.D. SA
 - - - - Mandatory Reclaimed SA
 - . . . Palm Beach County Limits
 - ★ Administration
 - Water Reclamation Facility
 - ▲ Water Treatment Facility
 - ☉ Wetlands



NOT TO SCALE

