

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 5, 2008	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

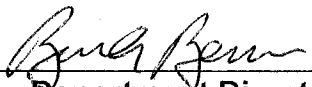

Motion and Title: Staff recommends motion to approve: a Wastewater Development Agreement with the Town of Lake Clarke Shores.

Summary: The Town of Lake Clarke Shore (Town) is constructing a new municipal complex to replace existing facilities located on their 1701 Barbados Road property. As part of the new construction, the Town intends to abandon their existing septic tank and obtain temporary wastewater service from the Palm Beach County Water Utilities Department (Utility). The Town does not provide wastewater service to any properties within their municipal limits but is considering the future installation of a wastewater system (Wastewater System) that would serve the new municipal complex and nearby properties. The Wastewater System will be owned and maintained by the Town and, upon completion, the Town would disconnect from the Utility's system. This Agreement details the terms and conditions necessary for the Town to connect to the Utility's wastewater system and provides for the future termination of that wastewater service. District 3 (MJ)

Background and Justification: While the Department Director has been delegated the authority to enter into Standard Development Agreements (SDA) on behalf of the County, Board approval is being sought in this case due to issues unique to the project, including the ultimate cessation of wastewater service by the Utility upon completion of the Town's Wastewater System.

Attachments:

1. Location Map
2. Three (3) Original Development Agreements - DA No. 01-01197-000

Recommended By:		1/14/08
	Department Director	Date
Approved By:		1/30/08
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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>
Program Income (County)	<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 _____ Rev Source _____

Is Item Included in Current Budget? Yes _____ No _____

Reporting Category N/A

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

This item has no fiscal impact.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

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

The fiscal impact is indeterminable at this time. The county will have some fiscal impact in the future upon termination of the wastewater services to the town of Lake Clark Shores.

Jim Dink 1-17-08
OFMB PM
(40)
1/17/08 1/16
CN
1/15/08

Jim J. Jones 1/18/08
Contract Development and Control
1/18/08

This Contract complies with our contract review requirements.

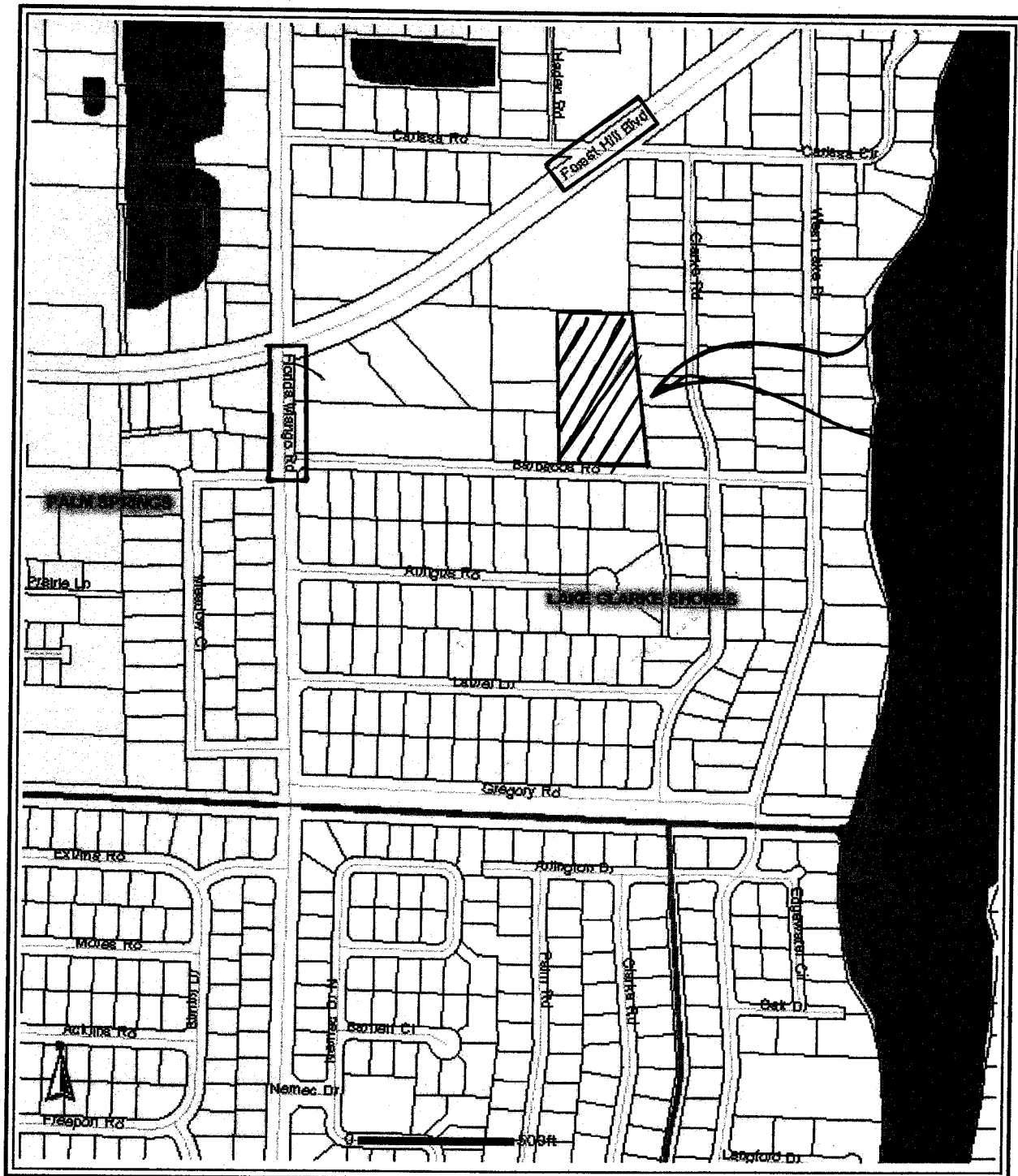
B. Legal Sufficiency:

[Signature] 1/22/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



Town of Lake Clarke Shores – 1701 Barbados Road

Map Scale 1:5994

Map produced on 12/18/2007

<http://cwgisweb.co.palm-beach.fl.us/GeoNav/presentation/mapping/printnew.asp?MAPU...> 12/18/2007

WASTEWATER

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: MARK FALLON, CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

WASTEWATER DEVELOPMENT AGREEMENT (DA)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility" and **TOWN OF LAKE CLARKE SHORES**, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described on **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed wastewater facilities beyond the "Point of Service" as shown on **Exhibit "B"** for operation and maintenance purposes; and

WHEREAS, the Property is located outside of the Utility's wastewater service area and there is currently no central wastewater service available to the Property; and

WHEREAS, Property Owner, as a municipal corporation, has the authority to designate a wastewater service provider within its boundaries and desires to obtain wastewater service from the Utility; and

WHEREAS, in the interest of public health and to encourage the use of central wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with the pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection" (ERC) - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

DA # 01-01205-000

WASTEWATER

- (f) "Service Initiation" - the date a wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard or Non-Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Subject to the conditions set forth in Paragraph 15 herein, Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the wastewater facilities; that in the event Utility is required or desires to install any of its wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.
4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the wastewater collection facilities installed by Property Owner to the wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

WASTEWATER

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Wastewater Agreement is:

Wastewater:	\$197.52 per ERC x	11.5 ERCs =	\$2,271.48
		Franchise Fee	\$0.00
		TOTAL	\$2,271.48

Upon receipt of the MAP, Utility agrees to reserve 11.5 ERCs of Wastewater system capacity for Property Owner until **(DATE OF DEPARTMENT HEAD'S APPROVAL, PLUS FIVE YEARS.) PAGE TO BE REPRINTED & REPLACED WITH ACTUAL DATE**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments shall not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the wastewater collection system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, and Installation Fees as set forth in the UPAP.

WASTEWATER

During the construction of the wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all wastewater collection systems installed by Property Owner's contractor, up to the point of service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by bill of sale in a form supplied by Utility the complete on-site and off-site wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which wastewater lines to be owned and maintained by the Utility are installed by a recordable document in a form supplied by Utility.

Property Owner hereby agrees to pay to Utility, Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate. The timely payment by Property Owner of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules, or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property.
8. Property Owner agrees with Utility that all wastewater facilities conveyed to Utility for use in connection with providing wastewater service to the Property shall at all times remain in the complete and exclusive ownership of Utility and any entity owning any part of the Property or any residence or building constructed or located thereon shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction operation and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Property Owner or other than Utility.

WASTEWATER

11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in **Exhibit "A"** of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Property Owner shall be mailed or delivered to Property Owner at:

**1701 Barbados Road
Lake Clarke Shores, FL 33406-6728;**

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

15. Special Conditions:

(a) Property Owner and Utility acknowledge and agree to the following:

- (1) The Property to receive wastewater service from Utility is within the Town of Lake Clarke Shores' utility service area. For purposes of this Agreement, the Town of Lake Clarke Shores shall be referred to as "Property Owner" in relation to its obligations under this Agreement, and shall be referred to as "Town" in relation to its ability to regulate utility service within its boundaries.
- (2) Utility's provision of wastewater service to the Property will cease upon Town's completion of a wastewater collection system (hereinafter "Town's Wastewater System") and subsequent connection of the Property by Property Owner to the Town's Wastewater System, or upon non-compliance with the provisions of UPAP.
- (3) As soon as is functionally possible following connection of the Property to the Town's Wastewater System, Property Owner shall schedule with Utility an inspection to verify that the Property's connection to Utility's wastewater system has been permanently disconnected as directed by Utility.
- (4) Any language in this Agreement that is in conflict with the temporary nature of the Property's wastewater connection shall be interpreted with consideration that wastewater service will ultimately be provided by the Town.
- (5) No other party may use the constructed improvements to obtain wastewater service from Utility without approval from Utility and Property Owner.
- (6) The Property currently receives potable water service from the Town. Utility will bill Property Owner for wastewater service based on water meter readings/water consumption utilizing the Town's meters and per the UPAP.

WASTEWATER

- (7) Property Owner shall notify Utility prior to any additional water service installation, and shall be required to pay all applicable Utility wastewater Service Initiation Fees prior to additional potable water Service Activation. Service Initiation Fees and Service Activation are as defined in Utility's UPAP.
- (8) All wastewater discharged into Utility's wastewater system shall originate as potable water flowing through Town's water meters. No unmetered water source (including, but not limited to water from lakes, canals, and wells) shall be discharged into Utility's wastewater system.

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WASTEWATER

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Clerk & Comptroller (or Deputy Clerk)

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

By: Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Bevin A. Beaudet,
Department Director or Designee

WITNESSES:

Jo Plyler

Jo Plyler
Typed or Printed Name

Tammy House

Tammy House
Typed or Printed Name

PROPERTY OWNER:

By: Malcolm K. Lewis

Signature
Malcolm K. Lewis

Typed or Printed Name

Mayor
Title

[Corporate
Seal]

STATE OF Florida
COUNTY OF Palm Beach

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 12th day of December 2007 by Malcolm K. Lewis of Town of Lake Clarke Shores, a Mayor, on behalf of the Town of LCS. He/she is personally known to me or has produced as identification.

Tammy Sue House
Signature of Notary

Tammy Sue House
Typed, Printed, or Stamped Name
of Notary

Notary Public
Serial



WASTEWATER

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 23, BLOCK 6, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 20; PAGES 68 AND 69, AND PLAT BOOK 21, PAGE 88, AND THAT PART OF LOT 22, BLOCK 6, FLA-MANGO GROVELETS, ACCORDING TO SAID PLAT, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 22 AT A DISTANCE OF 33 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 06° 45' EAST 185 FEET (NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE NORTH LINE OF SAID LOT 22 IS ASSUMED TO BEAR EAST AND WEST AND ALL OTHER BEARINGS USED HEREIN ARE RELATIVE THERETO); THENCE SOUTH 10° 03' EAST, A DISTANCE OF 315 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID LOT 22, AT A DISTANCE OF 81.4 FEET EAST OF THE SOUTHWEST CORNER THEREOF.

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WASTEWATER

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 23, BLOCK 6, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 20; PAGES 68 AND 69, AND PLAT BOOK 21, PAGE 88, AND THAT PART OF LOT 22, BLOCK 6, FLA-MANGO GROVELETS, ACCORDING TO SAID PLAT, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 22 AT A DISTANCE OF 33 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 6° 45' EAST 185 FEET (NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE NORTH LINE OF SAID LOT 22 IS ASSUMED TO BEAR EAST AND WEST AND ALL OTHER BEARINGS USED HEREIN ARE RELATIVE THERETO); THENCE SOUTH 10° 03' EAST, A DISTANCE OF 315 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID LOT 22, AT A DISTANCE OF 81.4 FEET EAST OF THE SOUTHWEST CORNER THEREOF.

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