

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	March 11, 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 receive and file: Four (4) Unilateral Termination and Partial Release of Standard Potable Water and Wastewater Development Agreement Due to Non-Renewal for the following property owners:

Termination of Standard Development Agreements

- | | |
|---|--------------|
| A) Robin Singer & Associates, LLC | 01-01093-000 |
| B) Shih C. Ching | 02-01061-000 |
| C) A.L. Spencer, Kevin Kelly, Kathleen K. Dudro, Leo B. Kelly, Kristin S. Gailey, Jeffrey S. Shannon, Matthew C. Shannon, Robert E. Alspaugh, Todd H. Weaver, Russell L. Seaver, Adience company, L.P., Employees Profit Sharing Plan, 247 Equipment Co., Inc. 401K Plan F/B/O Albert A. Novak, DMDJ Partners, L.P. and AMKBJ Partners Ltd. | 02-01062-000 |
| D) Coastal One Management, Inc | 02-01064-000 |


Summary: The terms and conditions for Standard and Non-Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual (UPAP). Development Agreements are valid for a period of five years and may be renewed for an additional five years by paying an additional Mandatory Agreement Payment (MAP). If the additional MAP is not paid or the Agreement has reached its ten-year expiration date, the Agreement is terminated. This agenda item recommends the Board receive and file the attached terminations. **Original documents can be viewed in Minutes.**

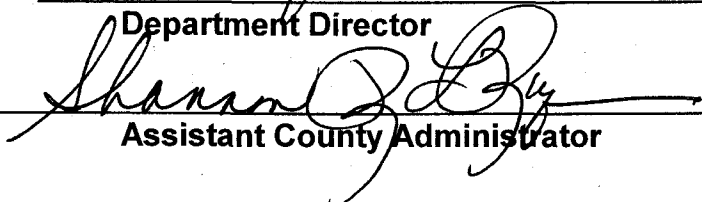
(Countywide) (SF)

Background and Justification: The Water Utilities Department's UPAP provides for the execution of Development Agreements to obtain concurrency for water, wastewater, and/or reclaimed water service. The terms and conditions for such agreements, including provisions for termination are contained in the UPAP. The attached terminations have been executed by the Department Director and the County Attorney's Office and have been recorded in the official records of Palm Beach County. They are being provided to the Board to receive and file.

Attachments:

Original documents:	
Robin Singer & Associates, LLC	01-01093-000
Shih C. Ching	02-01061-000
A.L. Spencer, Kevin Kelly, Et Al	02-01062-000
Coastal One Management, Inc	02-01064-000

Recommended By:  2/12/08
Department Director Date

Approved By:  2/20/08
Assistant County Administrator Date

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

CFN 20080008768
OR BK 22369 PG 1472
RECORDED 01/08/2008 12:49:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1472 - 1474; (3pgs)

**UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD POTABLE
WATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL**

**THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD
POTABLE WATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL** is made
this 2/5 day of December, 2007, by Palm Beach County, a political subdivision of the State
of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on November 20, 2002 (R2003-0002), County and **ROBIN SINGER &
ASSOCIATES, LLC**, hereinafter referred to as "Original Property Owner," entered into a
Standard Potable Water Development Agreement, hereinafter referred to as the "Agreement", for
the provision of potable water service to property owned by Original Property Owner; and

WHEREAS, the property affected by this Termination is the same, or is a portion thereof, of
the property described in the Agreement, and is more fully described in **Exhibit "A"**, attached
hereto, made a part hereof, and is hereinafter referred to as "Property"; and

WHEREAS, Original Property Owner paid County as total amount of **\$287.80** as required
pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County,
Florida, at **Book 14421, Page 536**; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5)
years, which can be extended in accordance with the provisions of the Uniform Policies and
Procedures (UPAP) of the County's Water Utilities Department; and

WHEREAS, Original Property Owner or any subsequent property owner, hereinafter
collectively referred to as the "Current Property Owner," has not paid the MAP required to extend
the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and
14 of the Agreement shall survive the termination of the Agreement, and Current Property Owner
and County shall not be released from said specified rights, duties, and obligations; and

WHEREAS, County desires to terminate the Agreement except for the rights, duties, and
obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof.

NOW THEREFORE, the following shall become effective as of the date this document is
recorded in the Official Records of Palm Beach County, Florida:

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof, the
Agreement executed by and between Palm Beach County and Original Property Owner dated
November 20, 2002 (R2003-0002), and only for the property identified in **Exhibit "A"** is
hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights,
duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only
for the property identified in **Exhibit "A"** and the parties are not released from any such
rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard Potable
Water Development Agreement due to Non-Renewal for the Property.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SDA # 01-01093-000

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

Nancy M. May
Signature
NANCY M. MAY

Typed or Printed Name

Anna M. Daniels
Signature
ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: Bug Ben
County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: Fred W. Jenkins
Director of Finance and Administration
PBC Water Utilities Department (u)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Mark T. 1
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

All of Tract 4, Block 5, according to the PALM BEACH FARMS COMPANY PLAT NO.3, as recorded in Plat Book 2, Page 46, Public Records of Palm Beach County, Florida, LESS the West 136.00 feet thereof, and LESS the North 56.00 feet and the Northwesternly 56.00 feet thereof for the Lake Worth Drainage District Lateral Canal No.3; and more particularly described as follows:

Commencing at the Northeast corner of said Tract 4, Block 5, the PALM BEACH FARMS COMPANY PLAT NO.3; thence run South 02°41'44" East, along the East line of said Tract 4, a distance of 56.06 feet to a point on the South line of the Lake Worth Drainage District Lateral No.3 Canal, and the POINT OF BEGINNING; THENCE South 02°41'44" East, along said East line of Tract 4, a distance of 781.25 feet to the Southeast corner thereof; thence South 87°51'23" West, along the South line of said Tract 4, a distance of 523.96 feet to a point that is 136.00 feet East of the Southwest corner of said Tract 4; thence North 02°18'47" West, parallel with the West line of said Tract 4, a distance of 604.32 feet to a point on the South right-of-way line of the Lake Worth Drainage District Lateral No.3 Canal; thence North 87°41'13" East, along the said South Canal line, a distance of 96.02 feet to a point on the East right-of-way line of said canal; thence North 00°02'58" East, along the said East Canal line, a distance of 192.28 feet to a point on the South right-of-way line of said canal; thence North 89°59'58" East, along the said South Canal line, a distance of 415.13 feet to the Point of Beginning.



CFN 20080008767
OR BK 22369 PG 1469
RECORDED 01/08/2008 12:49:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1469 - 1471; (3pgs)

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

**UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD POTABLE
WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-
RENEWAL**

**THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD
POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO
NON-RENEWAL** is made this 21st day of December, 2007, by Palm Beach County; a
political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on October 7, 2002 (R2002-1994), County and SHIH C. CHING, hereinafter
referred to as "Original Property Owner," entered into a Standard Potable Water and Wastewater
Development Agreement, hereinafter referred to as the "Agreement", for the provision of potable
water and wastewater service to property owned by Original Property Owner; and

WHEREAS, the property affected by this Termination is the same, or is a portion thereof, of
the property described in the Agreement, and is more fully described in Exhibit "A", attached
hereto, made a part hereof, and is hereinafter referred to as "Property"; and

WHEREAS, Original Property Owner paid County as total amount of \$2,051.46 as required
pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County,
Florida, at Book 14255, Page 1975; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5)
years, which can be extended in accordance with the provisions of the Uniform Policies and
Procedures (UPAP) of the County's Water Utilities Department; and

WHEREAS, Original Property Owner or any subsequent property owner, hereinafter
collectively referred to as the "Current Property Owner," has not paid the MAP required to extend
the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and
14 of the Agreement shall survive the termination of the Agreement, and Current Property Owner
and County shall not be released from said specified rights, duties, and obligations; and

WHEREAS, County desires to terminate the Agreement except for the rights, duties, and
obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof.

NOW THEREFORE, the following shall become effective as of the date this document is
recorded in the Official Records of Palm Beach County, Florida:

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof, the
Agreement executed by and between Palm Beach County and Original Property Owner dated
October 7, 2002 (R2002-1994), and only for the property identified in Exhibit "A" is hereby
terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights,
duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only
for the property identified in Exhibit "A" and the parties are not released from any such
rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard Potable
Water and Wastewater Development Agreement due to Non-Renewal for the Property.

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SDA # 02-01061-000

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

Nancy M. May
Signature
NANCY M. MAY

Typed or Printed Name

Anna M. Daniels
Signature

ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: Fred W. Jenkins
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Monroe Fox
County Attorney

(M)

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1, BLOCK 28, THE PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE LAND DESCRIBED IN DEED BOOK 1118, PAGE 252 AND OFFICIAL RECORDS BOOK 6379, PAGE 39.



CFN 20080008766
OR BK 22369 PG 1466
RECORDED 01/08/2008 12:49:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1466 - 1468; (3pgs)

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

**UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD POTABLE
WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-
RENEWAL**

**THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD
POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO
NON-RENEWAL** is made this 21st day of December, 2007, by Palm Beach County, a
political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on November 13, 2002 (R2002-2215), County and A.L. SPENCER a/k/a A.
LAWRENCE SPENCER, KEVIN KELLY, KATHLEEN K. DUDRO, LEO B. KELLY,
KRISTIN S. GAILEY, JEFFREY S. SHANNON, MATTHEW C. SHANNON, ROBERT E.
ALSPAUGH, TODD H. WEAVER, RUSSELL L. WEAVER, ADIENCE COMPANY, L.P.,
EMPLOYEES PROFIT SHARING PLAN, 247 EQUIPMENT CO. INC., 401K PLAN
F/B/O ALBERT A. NOVAK, DMDJ PARTNERS, L.P., AND AMKBJ PARTNERS LTD.,
hereinafter referred to as "Original Property Owner," entered into a Standard Potable Water and
Wastewater Development Agreement, hereinafter referred to as the "Agreement", for the
provision of potable water and wastewater service to property owned by Original Property
Owner; and

WHEREAS, the property affected by this Termination is the same, or is a portion thereof, of
the property described in the Agreement, and is more fully described in **Exhibit "A"**, attached
hereto, made a part hereof, and is hereinafter referred to as "Property"; and

WHEREAS, Original Property Owner paid County as total amount of \$36,346.21 as required
pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County,
Florida, at **Book 14393, Page 563**; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5)
years, which can be extended in accordance with the provisions of the Uniform Policies and
Procedures (UPAP) of the County's Water Utilities Department; and

WHEREAS, Original Property Owner or any subsequent property owner, hereinafter
collectively referred to as the "Current Property Owner," has not paid the MAP required to extend
the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and
14 of the Agreement shall survive the termination of the Agreement, and Current Property Owner
and County shall not be released from said specified rights, duties, and obligations; and

WHEREAS, County desires to terminate the Agreement except for the rights, duties, and
obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof.

NOW THEREFORE, the following shall become effective as of the date this document is
recorded in the Official Records of Palm Beach County, Florida:

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof, the
Agreement executed by and between Palm Beach County and Original Property Owner dated
November 13, 2002 (R2002-2215), and only for the property identified in **Exhibit "A"** is
hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights,
duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only
for the property identified in **Exhibit "A"** and the parties are not released from any such
rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard Potable
Water and Wastewater Development Agreement due to Non-Renewal for the Property.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY
Typed or Printed Name

By: [Signature]
County Administrator or Designee

Anna M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Fred W. Jenkins
Director of Finance and Administration
PBC Water Utilities Department (M)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Monor J-7
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

THE EAST 10 ACRES OF LOT 2, TRACT 42, TOWNSHIP 44½ SOUTH, RANGE 42 EAST, SAID EAST 10 ACRES BEING THE EASTERLY 10 ACRES OF SAID LOT 2, LYING EAST OF A LINE RUNNING PARALLEL TO THE EAST LINE OF SAID LOT 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 42, RUN THENCE SOUTH 87°57'16" EAST ALONG THE NORTH LINE OF SAID LOT 2, SAID NORTH LINE BEING THE CENTER LINE OF LANTANA ROAD, A DISTANCE OF 1,058.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ON THE SAME COURSE, A DISTANCE OF 291.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, THENCE RUN SOUTH 9°01'38" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 1,524.12 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 87°52'26" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 291.32 FEET, THENCE RUN NORTH 9°01'38" WEST, A DISTANCE OF 1,523.69 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 40 FEET FOR RIGHT-OF-WAY FOR LANTANA ROAD, PALM BEACH COUNTY, FLORIDA. SAID LAND LOCATED IN PALM BEACH COUNTY, FLORIDA.

AND

FROM A GOVERNMENT LAND OFFICE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1, GOVERNMENT TRACT 42, TOWNSHIP 44½, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1011.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 448.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE GO IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 1483.48 FEET TO A POINT; THENCE GO IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF LOT 1, A DISTANCE OF 448.87 FEET TO A POINT; THENCE GO IN A SOUTHEASTERLY DIRECTION PARALLEL TO THE WEST LINE OF LOT 1, A DISTANCE OF 1484.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOT 2, TRACT 42, TOWNSHIP 44½ SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE EAST 10 ACRES THEREOF; SAID TEN ACRES BEING THE EASTERLY TEN ACRES EAST OF A LINE PARALLEL TO THE EAST LINE OF LOT 2 AND LESS THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN LOT 2, TRACT 42, TOWNSHIP 44½ SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 BEAR S 88°18'51" E, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 813.64 FEET TO THE POINT OF BEGINNING; THENCE BEAR N 01°41'13" E, A DISTANCE OF 159.99 FEET TO A POINT; THENCE BEAR S 88°18'47" E, A DISTANCE OF 30.88 FEET TO A POINT; THENCE BEAR N 01°41'13" E, A DISTANCE OF 225.74 FEET TO A POINT; THENCE BEAR S 74°13'00" E, A DISTANCE OF 30.40 FEET TO A POINT; THENCE FOLLOW THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 08°11'26" A RADIUS OF 492.07 FEET AND AN ARC LENGTH OF 70.34 FEET TO A POINT; THENCE BEAR S 01°41'13" W, A DISTANCE OF 186.13 FEET TO A POINT; THENCE BEAR S 88°18'47" E, A DISTANCE OF 20.42 FEET TO A POINT; THENCE BEAR S 01°41'13" W, A DISTANCE OF 179.99 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE BEAR N 88°18'51" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

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

SDA # 02-01064-000

UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL

THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL is made this 15th day of January, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on December 12, 2002, County and **Coastal One Management, Inc.**, hereinafter referred to as "Original Property Owner," entered into a Standard or Non-Standard Potable Water and Wastewater Development Agreement, hereinafter referred to as the "Agreement", for the provision of Water and Wastewater service to property owned by Original Property Owner; and

WHEREAS, the property affected by this Termination is the same, or is a portion thereof, of the property described in the Agreement, and is more fully described in **Exhibit "A"**, attached hereto, made a part hereof, and is hereinafter referred to as "Property"; and

WHEREAS, Original Property Owner paid County as total amount of **\$3,961.44** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 14565, Page 1551**; and

WHEREAS, in accordance with Paragraph 5 thereof, the term of the Agreement is five (5) years, which can be extended in accordance with the provisions of the Uniform Policies and Procedures (UPAP) of the County's Water Utilities Department; and

WHEREAS, Original Property Owner or any subsequent property owner, hereinafter collectively referred to as the "Current Property Owner," has not paid the MAP required to extend the Agreement in accordance with the UPAP; and

WHEREAS, the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of the Agreement shall survive the termination of the Agreement, and Current Property Owner and County shall not be released from said specified rights, duties, and obligations; and

WHEREAS, County desires to terminate the Agreement except for the rights, duties, and obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof.

NOW THEREFORE, the following shall become effective as of the date this document is recorded in the Official Records of Palm Beach County, Florida:

1. Except for the provisions as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 thereof, the Agreement executed by and between Palm Beach County and Original Property Owner dated December 12, 2002, and only for the property identified in **Exhibit "A"** is hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights, duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only for the property identified in **Exhibit "A"** and the parties are not released from any such rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard or Non-Standard Potable Water and Wastewater Development Agreement due to Non-Renewal for the Property.

IN WITNESS WHEREOF, the County, by and through its fully authorized agent, and Property Owner have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY
Typed or Printed Name

By: [Signature]
County Administrator or Designee

Anna M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M Vest
Director of Finance and Administration
PBC Water Utilities Department @

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

BEING THE SOUTH 170 FEET OF THE WEST 100 FEET OF THE EAST 155 FEET OF LOT 126, BLOCK 29, PALM BEACH FARMS CO., PLAT NO.3, RECORDED IN, PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (A/K/A LOT 450, PLAT 5, FLORIDA GARDENS, UNRECORDED).

BEING THE SOUTH 170 FEET OF THE EAST 100 FEET OF THE WEST 175 FEET OF LOT 126, BLOCK 29, OF THE PALM BEACH FARMS CO., PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (A/K/A LOT 451, PLAT 5, FLORIDA GARDENS, UNRECORDED).

BEING THE SOUTH 170 FEET OF THE WEST 75 FEET OF LOT 126, BLOCK 29, TOGETHER WITH THE SOUTH 170 FEET OF THE EAST 25 FEET OF LOT 125, BLOCK 29, BOTH OF THE PALM BEACH FARMS CO., PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (A/K/A LOT 452, PLAT 5, FLORIDA GARDENS, UNRECORDED).

THE SOUTH 170 FEET OF THE WEST 100 FEET OF THE EAST 125 FEET OF LOT 125, BLOCK 29, PALM BEACH FARMS CO., PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (A/K/A LOT 453 FLORIDA GARDENS PLAT NO.5, UNRECORDED).