



CFN 20080069211
OR BK 22463 PG 0613
RECORDED 02/26/2008 10:12:35
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0613 - 615; (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 8th day of February, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on January 13, 2003, County and **BOGS-MILITARY, LLC**, 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 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 **\$9,521.61** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 14679, Page 884**; 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 January 13, 2003, 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.

SDA # 02-01065-000

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:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY

By: [Signature]
County Administrator or Designee

Typed or Printed Name

Anna M Daniels
Signature
Anna M. Daniels

Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Selma M vest
Director of Finance and Administration
PBC Water Utilities Department (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

The West half (W 1/2) of the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida, less right-of-way of Melaleuca lane as laid out and in use and as described in Order of Taking recorded August 3, 1989, in Official Records Book 6150, Page 1355, and as described In Order of Taking recorded December 18, 1998, in Official Records Book 10802, Page 790 of the Public Records of Palm Beach County, Florida.



CFN 20080104067
 OR BK 22516 PG 1139
 RECORDED 03/20/2008 09:23:22
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1139 - 1141; (3pgs)

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

SDA # 01-01103-000

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 11th day of March, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on February 28, 2003, County and Palm Beach Habilitation Center, Inc., 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 **\$1,641.17** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 14889, Page 819**; 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 January 30, 2003, 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.

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

By: [Signature]
County Administrator or Designee

Typed or Printed Name

Anna M Daniels
Signature

ANNA M. DANIELS
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M West
Director of Finance and Administration
PBC Water Utilities Department (M)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF SECTION 11, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 03°26'54" EAST, ALONG THE EAST LINE OF SAID SECTION 11, 665.68 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER (N.E. ¼) OF THE NORTHEAST QUARTER (N.E. ¼) OF THE NORTHEAST QUARTER (N.E. ¼) OF SECTION 11; THENCE SOUTH 89°52'06" WEST, ALONG SAID SOUTH LINE, 40.07 FEET TO A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF SECTION 11 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'06" WEST, ALONG SOUTH LINE, 417.14 FEET TO THE EAST LINE OF SUMMIT PINES UNIT THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 54, PAGES 152, 153, AND 154 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°07'54" EAST, ALONG SAID EAST LINE, 270.00 FEET; THENCE NORTH 89°52'06" EAST, 462.79 FEET TO THE SAID LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 11; THENCE NORTH 03°26'54" WEST, ALONG SAID PARALLEL LINE, 270.46 FEET TO THE SAID POINT OF BEGINNING.