## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Mosting Detay Court of a cooperation of the coopera

**Meeting Date:** 

September 9, 2008

Consent [X]

Regular []

Public Hearing []

Submitted By: Submitted For:

Water Utilities Department Water Utilities Department

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** Unilateral Termination and Partial Release of Standard Potable Water and Wastewater Development Agreement Due to Non-Renewal for the following property owners:

<b>Termination of Standard Devel</b>	opment Agreements	;		
A) Gardens of Pine Ridge, Inc	(District 2)	01-01108-000		
B) West Palm Beach Baptist-Seventh Day Church				
_	(District 2)	01-01109-000		
C) Vista Business Park, Inc	(District 2)	01-01111-000		
D) Classique Homes, Inc	(District 3)	02-01070-000		
E) Strata Development Corp.	(District 6)	02-01071-000		

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. (Countywide) (SF) Original documents can be viewed in Minutes.

**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:
Gardens of Pine Ridge, Inc
West Palm Beach Baptist-Seventh Day Church
Vista Business Park, Inc
Classique Homes, Inc
Strata Development Corp.

Recommended By:

Department Director.

Date

Approved By:

Assistant County Administrat

Date

### Agenda Item 3K-3, Sept. 9, 2008 Agenda Receive & file – Termination of Development Agreements

Agreement #	Location	Sec/Twnshp/Rge	District #	Project
01-01108-000	E side of	25/43/42	2	Gardens of
	Haverhill Rd,			Pine Ridge, 20
	N side of			residential lots,
	Pineridge, W of			no activity
	Park Lane		·	since 2003.
01-01109-000	SW corner of	26/43/42	2	No plans
	Pine Grove Dr			submitted.
	& Haverhill Rd			Church does
				not want to
				renew at this
				time
01-01111-000	Lot 18 of Vista	22/43/42	2	Project
	Center, east of			complete.
	Jog Rd			Connected with
				smaller than
				planned meter.
02-01070-000	N of Melaleuca	25/44/42	3	Villas Santorini
•	Ln, W of Kirk	•		Condos – 36
	Rd			units/ No
				response to
				renewal
				notification
02-01071-000	E side of SR 7,	27-43-42	6	Property
	S of Lake			changed
	Worth Rd			ownership
				twice, no
				assignments on
				file/vacant
	<u> </u>	·		property



CFN 20080274106
OR BK 22769 PG 1182
RECORDED 07/23/2008 09:18:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1182 - 1184; (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 1st day of July, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### WITNESSETH

WHEREAS, on June 2, 2003, County and Gardens on Pine Ridge, 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 a total amount of \$4,131.21 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15328, Page 1326; 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.

- 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 June 2, 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.

WITNESSES:

PALM BEACH COUNTY

By: Gurlheum

County Administrator or Designee

Typed or Printed Name

Signature

Signature

WATER UTILITIES DEPARTMENT APPROVAL

By: Director of Finance and Administration
PBC Water Utilities Department

<u>ANNA M. DANIELS</u>

Typed or Printed Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Mon Ty
County Attorney

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, THENCE RUN NORTH 2186.75 FEET, THENCE RUN SOUTH 89°42'42" EAST 238.07 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89°42'42" EAST 416.02 FEET TO THE WESTERLY RIGHT-OF-WAY FOR PARK LANE, THENCE RUN SOUTH 01°11'45" WEST ALONG SAID RIGHT-OF-WAY 280.84 FEET TO THE NORTH RIGHT-OF-WAY FOR PINE RIDGE ROAD, THENCE RUN NORTH 88°28'58" WEST ALONG SAID RIGHT-OF-WAY 416.40 FEET, THENCE RUN NORTH 01°17'13" EAST 272.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.64 ACRES. MORE OR LESS



CFN 20080274107
OR BK 22769 PG 1185
RECORDED 07/23/2008 09:18:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1185 - 1187; (3pqs)

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 WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL

THIS UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD POTABLE WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL is made this 1st day of July, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### WITNESSETH

WHEREAS, on June 5, 2003, County and WEST PALM BEACH BAPTIST-SEVENTH DAY CHURCH, hereinafter referred to as "Original Property Owner," entered into a Standard Wastewater Development Agreement, hereinafter referred to as the "Agreement", for the provision of 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 \$266.39 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15364, Page 1758; 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.

- 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 June 5, 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 Wastewater Development Agreement due to Non-Renewal for the Property.

WITNESSES:

Mancy M May

Signature
NANCYM. MAY

Typed or Printed Name

Manuels

Signature
ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: Allra Movest

Director of Finance and Administration PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ///www.

County Attorney

TRACT 1, HAVERHILL ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 75 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND TRACT 2, HAVERHILL ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 75 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

3



CFN 20080274104
OR BK 22769 PG 1176
RECORDED 07/23/2008 09:18:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1176 - 1178; (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 1st day of July, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### WITNESSETH

WHEREAS, on June 25, 2003, County and VISTA BUSINESS PARK, INC., f/k/a 1001 JUPITER PARK DRIVE, 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 \$2,261.75 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15442, Page 196; 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.

- 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 June 25, 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.

WITNESSES:

Signature NANCY M. MAY

Typed or Printed Name

Signature DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: Deliram West

Director of Finance and Administration PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

PARCEL 18 OF VISTA CENTER OF PALM BEACH PLAT 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 61, PAGE 118 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



CFN 20080274103
OR BK 22769 PG 1173
RECORDED 07/23/2008 09:18:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1173 - 1175; (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 1st day of July, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### WITNESSETH

WHEREAS, on June 23, 2003, County and CLASSIQUE HOMES, 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 \$5,149.87 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15442, Page 462; 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.

- 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 **June 23, 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.

Typed or Printed Name

Typed or Printed Name

PALM BEACH COUNTY

WATER UTILITIES DEPARTMENT APPROVAL

Delva M West

Director of Finance and Administration PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTH 49.00 FEET THEREOF FOR MELALEUCA LANE ROAD RIGHT-OF-WAY.



CFN 20080274105 OR BK 22769 PG 1179 RECORDED 07/23/2008 09:18:15 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 1179 - 1181; (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 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 1st day of July, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

#### WITNESSETH

WHEREAS, on June 23, 2003, County and STRATA DEVELOPMENT CORP., 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 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 \$893.16 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15442, Page 470; 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.

- 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 June 23, 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 Development Agreement due to Non-Renewal for the Property.

WITNESSES:

Mancy M. May

Signature NANCY M. MAY

Typed or Printed Name

Signature

Signature

ANNA M. DANIELS

County Administrator or Designee

PALM BEACH COUNTY

WATER UTILITIES DEPARTMENT APPROVAL

By: Della M West

Typed or Printed Name

Director of Finance and Administration PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: // dy d 7
County Attorney

SOUTH 2/3 OF TRACT 22, BLOCK 27, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.