

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

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 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.

SDA # 01-01108-000

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: Burt Beaudin
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. West
Director of Finance and Administration
PBC Water Utilities Department (M)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Mark Top
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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

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.

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
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.

SDA # 01-01109-000

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: [Signature]
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

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.



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

SDA # 01-011111-000

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 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.

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 **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.

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: Burt Beaulieu
County Administrator or Designee

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

Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Mark Jay
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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 ATTN: MARK FALLON, CONTRACT MANAGEMENT, PBC WATER UTILITIES DEPT, 8100 FOREST HILL BLVD, WPB, FL 33413	RETURN VIA WILL CALL #133
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SDA # 02-01070-000

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 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.

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 **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.

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 Daniels
Signature
ANNA M. DANIELS

Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department (MM)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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.

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.

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
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.

SDA # 02-01071-000

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: 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

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.