

**Agenda Item #: 3-C-7**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: September 23, 2008	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> [ ]	Regular
	<input type="checkbox"/> [ ]	Workshop	<input type="checkbox"/> [ ]	Public Hearing

Department:  
Submitted By: Engineering & Public Works Department  
Submitted For: Roadway Production Division

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A Budget Amendment of \$4,737,000 in the Road Impact Fee Zone 2 Fund to recognize a developer contribution for right-of-way and construction costs for Forest Hill Boulevard and Jog Road (Project).

**SUMMARY:** Approval of this motion would allow funding received from the developer to be utilized to fund right-of-way acquisition and construction of the Project.

District 2 (MRE)

**Background and Justification:** On February 26, 2002, the Board of County Commissioners (Board) approved Public Facilities Agreement R2002-0211 with Minto Communities, Inc. (Minto), which identified the Project as Minto's responsibility to fund and Palm Beach County's responsibility to construct. The cost of the Project has been estimated to be \$4,737,000, and Minto has committed to provide the funding in two equal installments of \$2,368,500. The first installment was received on July 24, 2008, and the second and final payment is due on March 1, 2009.

**Attachments:**

1. Location Map
  2. Commitment letter dated July 1, 2008
  3. Cost Estimate
  4. Budget Amendment
  5. Public Facilities Agreement R2002-0211
- =====

Recommended by: *[Signature]* 8/15/08 *[Signature]*  
Division Director Date

Approved By: *[Signature]* 8/26/08  
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$4,737,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>&lt;\$4,737,000&gt;</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) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X .  
Budget Acct No.: Fund\_\_ Dept\_\_ Unit\_\_ Object\_\_  
Program

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

Road Impact Fee Zone 2 Fund  
Developer Contribution  
Forest Hill Blvd. and Jog Road

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

atwillwhite 9.2.08  
OFMB

WD 9/2/08 SN 9/2/08 VO 8/29

for Dr. J. J. J. 9/13/08  
Contract Dev. and Control  
9/13/08

### B. Approved as to Form and Legal Sufficiency:

Monique R. P. 9/5/08  
Assistant County Attorney

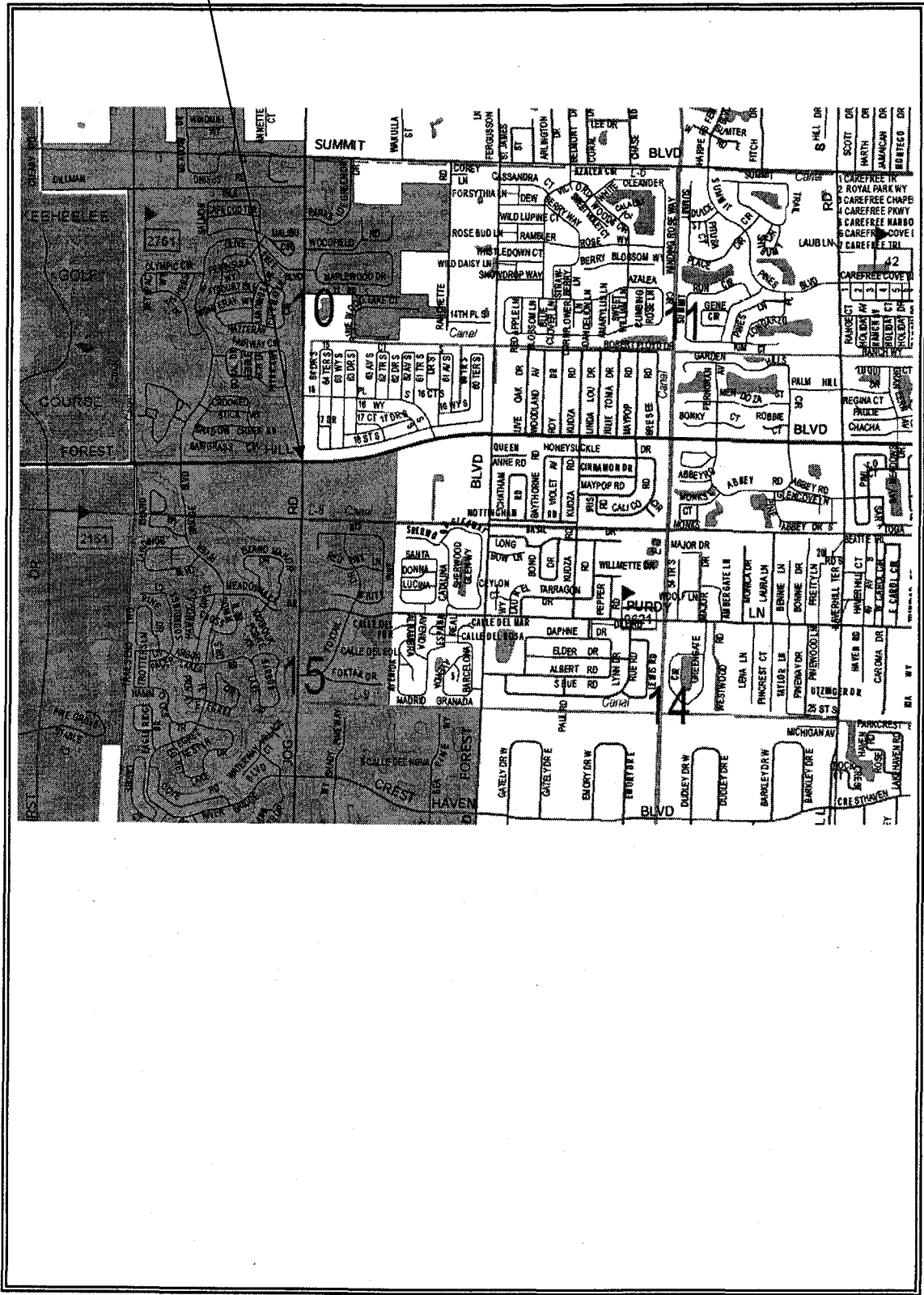
### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

LOCATION MAP

FOREST HILL BOULEVARD & JOG ROAD  
INTERSECTION IMPROVEMENTS





Department of Engineering  
and Public Works  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
www.pbcgov.com

**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koona, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

**County Administrator**

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"



July 1, 2008

Mr. Phillip W. Rowe, Jr., P.E.  
Simmons & White, Inc.  
5601 Corporate Way, Suite 200  
West Palm Beach, Florida 33407

RECEIVED  
JUL 25 2008  
SIMMONS & WHITE, INC.

RE: Forest Hill Boulevard & Jog Road Intersection Improvements  
Performance Security  
Palm Beach County Project No. 2001610

Dear Tad,

We have reviewed your letter to Allan Ennis dated April 28, 2008, presenting Minto's offer of a payment to address Minto's responsibilities under the subject project. We find the offer amount of \$4,737,000 to be acceptable. We also agree to the payment being made in two equal amounts of \$2,368,500, with the first payment due August 1, 2008, and the final payment due March 1, 2009.

The performance security previously posted by Minto will be released upon receipt of the final payment. Please have Minto indicate their commitment to providing the payment by signing below and returning to me.

Should you have any questions, please contact me at (561) 684-4149 or [DLYOUNG@PBCGOV.COM](mailto:DLYOUNG@PBCGOV.COM).

Sincerely,

*Dave Young*

Dave Young, P.E.

Special Projects Manager, Roadway Production Division

Accepted By:

Name & Title: *Vice President*  
Minto Communities, LLC

*7/23/08*  
Date

cc: Omelio Fernandez, P.E., Director, Engineering & Public Works/Ops  
Maroun Azzi, Roadway Production

cc: Tanya N. McConnell, P.E., Deputy County Engineer  
Dan Weisberg, P.E., Director, Traffic  
Allan Ennis, P.E., Assistant Director, Traffic  
Amy Harris, P.E., Traffic  
Ken Rogers, P.E., Director, Land Development

File: Project/Reading

F:\ROADWAY\Mazzi\2001610\MintoFunding.doc

**COST ESTIMATE**  
FOR  
**FOREST HILL BLVD.**  
**& JOG ROAD**  
PBC Project No. 2001610

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENG. UNIT COST	ENG. TOTAL	FDOT 2004 UNIT COST	FDOT 2004 TOTAL
1	MOBILIZATION *	1	LS	\$ 241,700.00	\$ 241,700.00	\$ 169,745.91	\$ 169,745.91
2	MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN M.O.T.) *	1	LS	\$ 241,700.00	\$ 241,700.00	\$ 169,745.91	\$ 169,745.91
3	TEMPORARY TRAFFIC CONTROL PLANS (T.T.C) (SEE C.G.P.'S)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	CLEARING & GRUBBING	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
5	N.P.D.E.S. COMPLIANCE(SEE SPECIAL PROVISIONS)	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
6	REGULAR EXCAVATION	2,973	CY	\$ 13.00	\$ 38,649.00	\$ 5.55	\$ 16,500.15
7	EMBANKMENT (COMPACTED IN PLACE)	298	CY	\$ 22.00	\$ 6,556.00	\$ 9.57	\$ 2,851.86
8	COMPACTED SUBGRADE (12")	5,345	SY	\$ 15.00	\$ 80,175.00	\$ 6.00	\$ 32,070.00
9	ASPHALTIC BASE COURSE B-12.5 (8")	4,320	SY	\$ 82.00	\$ 267,840.00	\$ 45.50	\$ 196,560.00
10	TYPE FC 12.5 FRICTION COURSE (1 1/2")	20,661	SY	\$ 10.00	\$ 206,610.00	\$ 7.17	\$ 148,139.37
11	MISCELLANEOUS ASPHALT PAVEMENT	2	TN	\$ 319.25	\$ 638.50	\$ 59.79	\$ 119.58
12	MILLING EXISTING ASPHALT PAVEMENT (1 1/2")	18,011	SY	\$ 2.69	\$ 43,069.59	\$ 2.24	\$ 35,864.64
13	TYPE SP 12.5 SUPERPAVE (AVG. 3.5") (OVERBUILD) (TRAFFIC LEV	2,244	TN	\$ 98.91	\$ 221,954.04	\$ 59.75	\$ 134,079.00
14	TYPE SP 12.5 SUPERPAVE ASPHALTIC CONCRETE (2") (TRAFFIC LE	4,320	SY	\$ 29.08	\$ 125,539.20	\$ 7.17	\$ 30,974.40
15	CLASS I CONCRETE (GRAVITY WALL)	206	CY	\$ 629.69	\$ 129,716.14	\$ 447.32	\$ 92,147.92
16	CONTROL STRUCTURES	2	EA	\$ 7,507.30	\$ 15,014.60	\$ 7,241.03	\$ 14,482.06
17	INLETS (CURB) (TYPE P-2) (< 10')	1	EA	\$ 7,915.00	\$ 7,915.00	\$ 3,792.50	\$ 3,792.50
18	INLETS (CURB) (TYPE P-5) (< 10')	2	EA	\$ 4,332.00	\$ 8,664.00	\$ 3,514.58	\$ 7,029.16
19	INLETS (CURB) (TYPE P-8) (< 10')	8	EA	\$ 4,653.00	\$ 37,224.00	\$ 4,050.13	\$ 32,401.04
20	MANHOLE (TYPE P-7) (< 10')	4	EA	\$ 3,627.51	\$ 14,510.04	\$ 2,882.83	\$ 11,531.32
21	MANHOLE (TYPE P-7) (PARTIAL)	9	EA	\$ 2,296.00	\$ 20,664.00	\$ 2,091.30	\$ 18,821.70
22	ADJUST MANHOLES	9	EA	\$ 583.13	\$ 5,248.17	\$ 706.33	\$ 6,356.97
23	ADJUST WATER VALVES	16	EA	\$ 313.00	\$ 5,008.00	\$ 227.15	\$ 3,634.40
24	CONCRETE PIPE CULVERT (18")	755	LF	\$ 78.56	\$ 59,312.80	\$ 57.74	\$ 43,593.70
25	CONCRETE PIPE CULVERT (24")	13	LF	\$ 83.63	\$ 1,087.19	\$ 63.12	\$ 820.56
26	CCTV (SEE SP'S)	2,575	LF	\$ 3.57	\$ 9,192.75	\$ 3.57	\$ 9,192.75
27	STORM SEWER PUMPING (EXIST) (24" OR LESS) (SEE SP'S)	245	LF	\$ 10.65	\$ 2,609.25	\$ 4.70	\$ 1,151.50
28	STORM SEWER PUMPING (EXIST) (>24" TO 48") (SEE SP'S)	150	LF	\$ 11.71	\$ 1,756.50	\$ 11.71	\$ 1,756.50
	TRENCH SAFETY COMPLIANCE (30" OR LESS)	465	LF	\$ 3.00	\$ 1,395.00	\$ 3.00	\$ 1,395.00
29	FRENCH DRAINS (18") (INCL. BALLAST ROCK & FILTER FABRIC)	535	LF	\$ 145.00	\$ 77,575.00	\$ 89.58	\$ 47,925.30
30	PIPE HANDRAIL (ALUMINUM)	527	LF	\$ 38.09	\$ 20,073.43	\$ 30.89	\$ 16,279.03
31	CONCRETE CURB (TYPE D)	848	LF	\$ 30.94	\$ 26,237.12	\$ 12.52	\$ 10,616.96
32	CONCRETE CURB & GUTTER (TYPE F)	8,420	LF	\$ 17.23	\$ 145,076.60	\$ 16.35	\$ 137,667.00
33	ENGRAVING OF CURB FACE	8	EA	\$ 343.58	\$ 2,748.64	\$ 343.58	\$ 2,748.64
34	TRAFFIC SEPARATOR CONC. (TYPE IV) (6' WIDE)	76	LF	\$ 35.00	\$ 2,660.00	\$ 32.00	\$ 2,432.00
35	COLOR TREATED AND STAMPED CONC. (5" THICK) (SEE SP'S)	113	SY	\$ 77.79	\$ 8,790.27	\$ 77.79	\$ 8,790.27
36	CONC. SIDEWALK (4" THICK)	1,916	SY	\$ 36.79	\$ 70,489.64	\$ 26.05	\$ 49,911.80
37	CONC. SIDEWALK (8" THICK)	84	SY	\$ 55.99	\$ 4,703.16	\$ 38.04	\$ 3,195.36
38	GUARDRAIL (ROADWAY)	25	LF	\$ 35.49	\$ 887.25	\$ 29.09	\$ 727.25
39	GUARDRAIL , END ANCHORAGE ASSEMBLY (ET-2000)	1	EA	\$ 3,175.70	\$ 3,175.70	\$ 3,175.70	\$ 3,175.70
40	CHAIN LINK FENCE, 6' HT.	15	LF	\$ 35.00	\$ 525.00	\$ 18.38	\$ 275.70
41	REMOVE & RESET GATE	1	EA	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
42	SODDING	2,172	SY	\$ 4.09	\$ 8,883.48	\$ 1.34	\$ 2,910.48
43	IRRIGATIN SLEEVES (4") (SCH 80) (SEE SP'S) (DIRECTIONAL BORE)	211	LF	\$ 30.50	\$ 6,435.50	\$ 21.58	\$ 4,553.38
44	IRRIGATION SEEVES (6") (SCH 80) (SEE SP'S)	121	LF	\$ 15.25	\$ 1,845.25	\$ 15.25	\$ 1,845.25
45	2-2" PVC CONDUITS (SCH 40) TRAFFIC (FIBER OPTIC)	2,313	LF	\$ 9.15	\$ 21,163.95	\$ 7.66	\$ 17,717.58
46	2-2" PVC CONDUITS (SCH 40) TRAFFIC (FIBER OPTIC) (DIRECTION E	262	LF	\$ 30.96	\$ 8,111.52	\$ 30.96	\$ 8,111.52
47	PULL BOX (17"X30"X12")(TRAFFIC)	7	EA	\$ 820.84	\$ 5,745.88	\$ 312.99	\$ 2,190.93
48	PULL BOX (30"X48"X24") (TRAFFIC)	1	EA	\$ 1,669.79	\$ 1,669.79	\$ 746.22	\$ 746.22
	RECORD DRAWINGS (SEE SP'S)	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
49	CHANGEABLE (VARIABLE MESSAGE) SIGN (NON MOT)	365	DY	\$ 30.96	\$ 11,300.40	\$ 30.96	\$ 11,300.40
50	TRAFFIC CONTROL OFFICER (NON MOT)	100	MH	\$ 54.11	\$ 5,411.00	\$ 54.11	\$ 5,411.00
51	SFWM D PERMIT CERTIFICATION (SEE SPECIAL PROVISION)	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
52	REMOVE & RESET SIGN (WELCOME TO GREENACRES)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

COST ESTIMATE  
FOR  
FOREST HILL BLVD.  
& JOG ROAD  
PBC Project No. 2001610

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENG. UNIT COST	ENG. TOTAL	FDOT 2004 UNIT COST	FDOT 2004 TOTAL
UTILITY ITEMS							
1	RESTRAIN EXISTING 12" WM/FM	140	EA	\$ 30.00	\$ 4,200.00	\$ 30.00	\$ 4,200.00
2	RELOCATE WATER METER TO RW (WATER SERVICE EXTENSION)	1	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
3	WATER METER BOX PROTECTION & ADJUSTMENT TO FINAL GRAD	2	EA	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
4	VALVE BOX PROTECTION & ADJUSTMENT TO FINAL GRADE	16	EA	\$ 300.00	\$ 4,800.00	\$ 300.00	\$ 4,800.00
5	VALVE AND MANHOLE SURVEY	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	MANHOLE (WATER/WASTEWATER) ADJUSTMENT TO FINAL GRADE	4	EA	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00
7	SAMPLE POINT W/DOUBLE STRAP SADDLE & CORP. STOP	2	EA	\$ 250.00	\$ 500.00	\$ 230.00	\$ 460.00
8	CUT IN SLEEVE EXISTING 12" PVC WM	2	EA	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
CONTINGENCY ITEMS							
1	INLETS (CURB) (TYPE J-2) (< 10')	1	EA	\$ 7,737.50	\$ 7,737.50	\$ 7,737.50	\$ 7,737.50
2	INLETS (CURB) (TYPE J-5) (< 10')	1	EA	\$ 7,561.23	\$ 7,561.23	\$ 6,726.22	\$ 6,726.22
3	INLETS (CURB) (TYPE J-6) (< 10')	1	EA	\$ 6,915.00	\$ 6,915.00	\$ 7,158.67	\$ 7,158.67
4	MANHOLE (TYPE J-7) (< 10')	1	EA	\$ 6,574.12	\$ 6,574.12	\$ 6,064.28	\$ 6,064.28
5	MANHOLE (TYPE J-7) (< 10') (PARTIAL)	1	LF	\$ 5,375.00	\$ 5,375.00	\$ 2,071.00	\$ 2,071.00
6	CLASS I CONCRETE (MISC)	10	CY	\$ 400.00	\$ 4,000.00	\$ 426.97	\$ 4,269.70
7	STORM SEWER PUMPING (EXIST) (24" OR LESS) (SEE SP'S)	245	LF	\$ 10.22	\$ 2,503.90	\$ 4.70	\$ 1,151.50
8	STORM SEWER PUMPING (EXIST) (>24" TO 48") (SEE SP'S)	150	LF	\$ 11.43	\$ 1,714.50	\$ 11.43	\$ 1,714.50
9	FLOWABLE FILL	10	CY	\$ 165.50	\$ 1,655.00	\$ 170.90	\$ 1,709.00
10	JOINTS WM PIPE (60" TO 84" COVER) & (4) 45 ELBOWS UNDER PROP. STORM DRAIN	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00
11	TREE SPADE UNITS	20	EA	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
OTHER ITEMS							
1	SIGNING AND PAVEMENT MARKING	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	SIGNALIZATION	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 300,000.00	\$ 300,000.00
SUB-TOTAL							
					\$ 3,054,633.60		\$ 2,145,192.04
10% CONTINGENCY					\$ 305,463.36		\$ 214,519.20
TOTAL (ROUNDED)					\$ 3,360,000.00		\$ 2,360,000.00
11% CEI					\$ 369,600.00		\$ 259,600.00
GRAND TOTAL (ROUNDED)					\$ 3,730,000.00		\$ 2,620,000.00

Bold Items have not been changed from Engr Estimate due to the fact that a FDOT matching items could be found.

\* Items 1 and 2 have been changed by prorating the items based on the proration of the subtotoals without Items 1 and 2. This proration is .7023

**Forest Hill Boulevard Jog Road  
Intersection Improvements  
Palm Beach County Project Number 2001610**

**North Widening - 450'+150' Taper EB LTL's & 495' + 150' Taper WB LTL's**

Land Use	Taking Area (Acres)	Property Cost (Dollars)	Business Damages (Dollars)	Total (Dollars)
Washington Mutual				
River Bridge Center				
IHOP				
River Bridge Center				
Applebee's				
Blockbuster Video	0.011	\$ 10,022.00	\$ 9,000.00	\$ 19,022.00
Bedard Mobile				
Trafalgar Square				
Wal-Mart				
Lassiter Neighborhood Center				
Olive Tree *	0.071	\$ 129,090.00		\$ 129,090.00
Pizza Hut	0.02	\$ 238,889.00	\$ 62,000.00	\$ 300,889.00
Woodbridge Plaza	0.002		\$ 38,000.00	\$ 38,000.00
McDonalds	0.027	\$ 710,526.00	\$ 607,000.00	\$ 1,317,526.00
Casa Del Monte Trailer Park	0.254	\$ 461,818.00		\$ 461,818.00

**Total** **\$ 2,266,345.00**

**North Widening - 300' + 150' Taper EB LTL's & 345' + 150' Taper WB LTL's** *(Minto's Share)*

Land Use	Taking Area (Acres)	Property Cost (Dollars)	Business Damages (Dollars)	Total (Dollars)
Washington Mutual				
River Bridge Center				
IHOP				
River Bridge Center				
Applebee's				
Blockbuster Video	0.011	\$ 10,022.00	\$ 9,000.00	\$ 19,022.00
Bedard Mobile				
Trafalgar Square				
Wal-Mart				
Lassiter Neighborhood Center				
Olive Tree *	0.046	\$ 83,636.00		\$ 83,636.00
Pizza Hut	0.018	\$ 215,000.00	\$ 62,000.00	\$ 277,000.00
Woodbridge Plaza	0.002		\$ 38,000.00	\$ 38,000.00
McDonalds	0.027	\$ 710,526.00	\$ 607,000.00	\$ 1,317,526.00
Casa Del Monte Trailer Park	0.21	\$ 381,818.00		\$ 381,818.00

**Total** *Estimated Right-of-Way Cost = \$ 2,117,002.00 → Say \$2,117,000*  
*\* Cost based on per acre cost for Casa Del Monte* *Estimated Construction Cost = \$2,620,000*  
*Total Cost = \$4,737,000*

Right of Way Analysis 10-29-07.xls  
10/30/2007

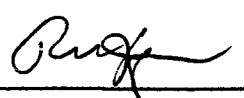
2008-\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment

FUND Road Impact Fee – Zone 2

BGRV 081108-667  
BGEX 081108-3248

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/11/08	REMAINING BALANCE
<b>REVENUES</b>								
<b>FOREST HILL BLVD AND JOG ROAD</b>								
3502-361-0876-6329	Developer Contributions	<u>0</u>	<u>0</u>	<u>4,737,000</u>	<u>0</u>	<u>4,737,000</u>		
TOTAL RECEIPTS & BALANCES		42,713,344	41,322,265	4,737,000	0	46,059,265		
<b>EXPENDITURES</b>								
<b>FOREST HILL BLVD AND JOG ROAD</b>								
3502-361-0876-6120	Right of Way	<u>0</u>	<u>21,900</u>	<u>2,117,000</u>	<u>0</u>	<u>2,138,900</u>	<u>21,900</u>	<u>2,117,000</u>
3502-361-0876-6551	Road & Street Imp	<u>0</u>	<u>0</u>	<u>2,620,000</u>	<u>0</u>	<u>2,620,000</u>	<u>0</u>	<u>2,620,000</u>
TOTAL APPROPRIATIONS & EXPENDITURES		42,713,344	41,322,265	4,737,000	0	46,059,265		

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>09/23/08</u>
Engineering & Public Works	<u></u>	<u>8/11/08</u>	
Administration / Budget Approval	_____	_____	
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners



**REVISED FOREST HILL/WELLINGTON WEST  
PUBLIC FACILITIES AGREEMENT**

This Agreement is made and entered into FEB 26 2002, by and between Minto Communities, Inc., a Florida Corporation (the "Developer"), and Palm Beach County, a subdivision of the State of Florida (the "County").

**WITNESSETH:**

WHEREAS, Developer is the developer of approximately 891 acres of land located in the Village of Wellington, in Palm Beach County, Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Developer proposes to construct a project containing up to 1,782 single family dwelling units, a 970 student elementary school and ancillary and accessory public and civic uses (the "Project") and has received a provider form and a municipal letter from the County confirming that the Project meets the Traffic Performance Standards Ordinance of Palm Beach County; and

WHEREAS, the development as proposed is consistent with the County's land use designation of 2 units per acre; and

WHEREAS, the Property has received zoning and master plan approval from the Village of Wellington consistent with the existing County Comprehensive Plan designation of 2 units per acre; and

WHEREAS, the County is required to determine whether or not the Project as proposed in the approved traffic study meets the Countywide Traffic Performance Standards ("TPS") as defined in Article 15 of the Palm Beach County Unified Land Development Code ("Code") before the Village of Wellington can issue a Development Order for the Project; and

WHEREAS, the Developer's Traffic Impact Study shows that the Project as proposed in the approved traffic study meets the TPS provided it is phased to the construction of certain roadway links and intersection improvements (the "Required Road Improvements") provided they meet the Code definition of Assured Construction; and

WHEREAS, the County and Developer entered into an Agreement on January 11, 2000, as a component of the County's determination that the Project meets the TPS in order to ensure the timely posting of Performance Security to ensure compliance with the conditions of the Agreement; and

WHEREAS, the County and Developer desire to replace that Agreement in order to clarify some of the requirements and allow for the payment of a proportionate share of the cost of certain

intersection improvements; and

WHEREAS, the State of Florida has adopted or is in the process of adopting a Roadway Capital Improvement Plan which includes expedited construction of State Road 80 (Southern Boulevard) throughout the area impacted by this Project. Because of this State commitment, in lieu of Minto's commitment to construct roadway or intersection improvements on State Road 80, Palm Beach County has agreed to accept advance payments in cash based on the Project's pro-rata share of traffic impact on the affected link or intersection; and

WHEREAS, if the eight laning of State Road 7 is added to the County's Five Year Road program as anticipated, Palm Beach County will accept advanced payments in cash based on the Project's pro-rata traffic impact on the intersection of State Road 7 and Forest Hill Boulevard, in lieu of Minto's commitment to construct roadway improvements at this intersection; and

WHEREAS, the County and the Developer desire to allocate the responsibility for and timing of construction of the Required Road Improvements; and

WHEREAS, Paragraph 6. b) of this Agreement establishes a build out date for this Project of December 31, 2006. Any extension to the build out date shall comply with the requirements of Paragraph 6. b) of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual undertakings and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Developer and County hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof by this reference.
2. Required Road Improvements. The Required Road Improvements necessary for the Project to meet the TPS are listed in Exhibits B and C. Exhibit B contains the road improvements that meet the definition of Assured Construction under the TPS. Exhibit C contains the road improvements that are not currently assured construction. The listed improvements are to be constructed to include items such as necessary tapers, receiving lanes and lanes carried through intersections based on accepted traffic engineering principles so that the improvements accomplish the anticipated capacities.
3. Developer Responsibilities.
  - a) The Developer shall be responsible for funding and constructing or funding the construction by a governmental or other entity of certain Roads necessitated by background and the project traffic, as listed in Exhibit C. Funding shall include all plan and document preparation, right-of-way acquisition and construction costs including all staff and outside costs

incurred in completing the improvement. The Developer shall be entitled to credit for the cost of the non-site related improvements constructed by (with the County's consent) or funded by the Developer against the County's traffic impact fees pursuant to Article 10 of the County's Unified Land Development Code.

b) The Developer shall be responsible for ensuring that the conditions of approval in the local development approval issued by the Village of Wellington include conditions that phase the Project to the improvements and schedules listed in Exhibits B and C, unless the County Engineer concurs with any changes to the improvements or schedules consistent with the TPS.

c) The Developer shall fund and construct the site-related improvements and shall fund the non-site-related road improvements to be constructed by the County or others concurrently with the phasing schedule listed in Exhibit C, unless that schedule is modified by the County Engineer pursuant to Paragraph 6.d). If the development schedule in Exhibits B or C is modified pursuant to Paragraph 6.d), the local development approval issued by the Village of Wellington for the Project may be amended to reflect the modifications approved by the County Engineer. The development of the Project shall be phased to the construction of these road improvements as required by the Palm Beach County Traffic Performance Standards Ordinance.

d) Unless the Required Road Improvement otherwise meets the definition of Assured Construction, the Developer shall provide performance security for all the Required Road Improvements listed in Exhibit C. The performance security must be provided within six (6) months of the adoption of the local development approval issued by the Village of Wellington, which approval was granted on October 17, 2000. A one-time administrative time extension not to exceed six (6) months may be granted by the County Engineer provided that the standards set forth in Section 5.8 of the ULDC for an administrative extension are met. The amount of the performance security for the improvements listed in paragraphs i) and j) below shall be the amount of the in lieu payment specified in those paragraphs.

e) Although Pierson Road from State Road 7 to Lyons Road is not required to be constructed in order to meet the TPS, the Developer agrees to fund and construct this segment of Pierson Road at the same time that the Developer constructs Lyons Road adjacent to the Project.

f) The Developer agrees to pay for traffic signals in accordance with applicable standards to be installed at the following intersections when warranted by the County Engineer: Pierson Road and State Road 7; Lyons Road and Pierson Road; Lyons Road and Forest Hill Boulevard; and all project entrances onto Lyons Road, State Road 7 and Forest Hill Boulevard. The Developer's obligation to pay for these traffic signals ceases two years after buildout of the Project.

g) The Developer agrees to dedicate all required right-of-way for Forest Hill Boulevard and Lyons Road adjacent to the Project's boundary, as shown on the Thoroughfare Plan.

h) Although not required to provide drainage for the future widening of State Road 7, the Developer desires to work with the County in resolving the drainage problems associated with the future widening of State Road 7 to eight-lanes. In that spirit of cooperation, the Developer agrees to design and construct the Project drainage system to provide an additional 10.5 acre feet of stormwater retention below elevation 18.5 feet within the Project's storm water retention lakes. This retention is designed to provide the additional retention necessary for the widening of State Road 7 from a six-lane section to an eight-lane section from Forest Hill Boulevard to Lake Worth Road. Within six (6) months of approval of the roadway construction plans for this improvement, the property owner shall convey to the appropriate governmental entity sufficient road drainage easement(s) through the Project's internal drainage system, as required and approved by the appropriate governmental entity, to provide legal positive outfall for this runoff.

i) **State Road 80 Intersections.** County and Developer mutually acknowledge that the State of Florida has adopted a Roadway Capital Improvement Plan which includes expedited construction of Southern Boulevard (State Road 80) throughout the area impacted by traffic from Developer's Project. Because of this commitment, Palm Beach County has adopted a policy of accepting cash payments in lieu of commitments to construct certain roadway improvements on Southern Boulevard, which cash payments are based on a project's pro-rata share of traffic impact on the affected link or intersection. This policy will be applied to two intersections that Developer is required to improve on Southern Boulevard. Specifically, in lieu of constructing the required improvements at the intersection of Southern Boulevard and State Road 7, County hereby agrees to accept from Developer the amount of **SIX HUNDRED TWENTY THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$620,225.00)**, which is Developer's pro rata share of the State Road 7/Southern Boulevard Intersection Improvement. In lieu of constructing the required improvements at Southern Boulevard and Jog Road, County hereby agrees to accept from Developer the amount of **TWO HUNDRED FIVE THOUSAND ONE HUNDRED NINETEEN DOLLARS AND 38/100 (\$205,119.38)**, which is Developer's pro rata share of the Southern Boulevard/Jog Road Intersection Improvement. Developer shall make the in lieu payment for the Southern Boulevard/State Road 7 intersection improvement prior to the issuance of the first building permit (excluding models) for the Project or prior to August 31, 2003, whichever shall first occur. Developer shall make the in lieu payment for the Southern Boulevard/Jog Road intersection improvement prior to the issuance of the first building permit (excluding models) for the Project or within six months of the effective date of this Agreement, whichever shall first occur. Upon County's receipt of the in lieu payment at the time specified, Developer's requirement to construct these roadway improvements shall be fully satisfied. In addition to these improvements, the Developer is also phased to improvements at the intersections of Southern Boulevard and Forest Hill Boulevard and Southern Boulevard and Benoist Farms Road. These improvements are scheduled to be constructed by the Florida Department of Transportation in fiscal year 2002/2003 for the Forest Hill Boulevard intersection and in fiscal year 2003/2004 for the Benoist Farms Road intersection. At this point, the Developer will rely on these improvements as assured construction and will be restricted to 788 units until the construction of the link including Forest Hill Boulevard has commenced and to 1,250 units until the construction of the link including Benoist Farms Road has commenced. If the Florida

Department of Transportation is not going to commence construction of the Forest Hill Boulevard improvements before November 30, 2002, or the Benoist Farms Road improvements before April 30, 2004, Developer may request and the County will consider an amendment to this Agreement to provide for Developer to pay its pro rata share of the cost of the Southern Boulevard/Forest Hill Boulevard intersection improvements or the Southern Boulevard/Benoist Farms Road intersection improvements listed in Exhibit B, consistent with the treatment of the other improvements listed in this paragraph.

j) **SR 7 / Forest Hill Intersection.** County and Developer mutually acknowledge that the County will be participating in the eight lane construction of State Road 7, including the portion of State Road 7 at its intersection with Forest Hill Boulevard, by including a payment in the County's Five Year Road Program once this project is assured. If this amendment is made to the Five Year Road Program, Palm Beach County has adopted a policy of accepting cash payments in lieu of constructing certain roadway improvements on State Road 7, including improvements at the intersection of State Road 7 and Forest Hill Boulevard, which cash payments are based on a project's pro-rata share of traffic impact at this intersection. In lieu of constructing the required improvements at the intersection of State Road 7 and Forest Hill Boulevard, if the eight lane project is assured and the required amendment is made to the County's Five Year Road Program, the County hereby agrees to accept from Developer the amount of **ONE HUNDRED SEVENTY SEVEN THOUSAND SIXTY ONE DOLLARS AND 01/100 (\$177,061.01)**, which is Developer's pro rata share of the State Road 7/Forest Hill Boulevard Intersection Improvement. Developer shall make this payment at the same time the payment required in Paragraph 7.b) is made or December 31, 2003, whichever shall first occur. Upon County's receipt of the in lieu payment at the time specified, Developer's requirement to construct these roadway improvements shall be fully satisfied. If the County does not adopt the required amendment to its Five Year Road Program, the Developer will not be permitted to make the in lieu payment, and instead will be phased to the improvements to this intersection as outlined in Exhibit C.

k) **Other Intersection Improvements.** Exhibit C contains requirements for "Other Intersection Improvements". These intersection improvements are the responsibility of the Developer to fund and the County to construct. Exhibit C lists the amount of performance security that must be provided for each improvement. County and Developer mutually acknowledge that the cost of these improvements may increase or decrease as more precise information becomes available through the development of design plans. The County Engineer shall notify the Developer if, based on the approved design plans, the surety amount is inaccurate. Any required increase in the performance security shall be posted by Developer within 30 days of the notice from the County Engineer. The Developer may reduce the amount of surety if notified that the estimated cost is less than the posted surety amount.

#### 4. County Responsibilities.

a) Former Exhibit D contained the Required Road Improvements to Forest Hill Boulevard located from State Road 7 to Wellington Trace. The Village of Wellington has

submitted an application to the County for a CRALLS designation on these road links. The County approved this application for a CRALLS designation submitted by the Village of Wellington in Ordinance No. 99-57, adopted on December 13, 1999. Since the improvements are no longer required by virtue of the CRALLS designation, Exhibit D is deleted from this Agreement.

b) The County shall grant the Developer credit against the County's Traffic Impact Fees as defined in Article 10 of the County's Unified Land Development Code for the amount of the cost of any improvements listed on Exhibits B or C funded by the Developer, as long as the improvement is not site related under the terms of Article 10. No impact fee credit shall be granted for the cost of any utility relocation that the County would not have had to pay if the County was constructing the improvement. The County acknowledges that certain of the improvements listed on Exhibits B and C are also the responsibility of the developers of the Forest Hill/Wellington North and the Forest Hill/Wellington East projects. If the developers of either project also contribute to the cost of a non-site related improvement listed on Exhibits B or C, this Developer and those developers would be entitled to impact fee credit for the amount of each developer's contribution toward the improvement. Unless otherwise specified in writing to the County signed by the affected developers, if the amount of impact fee credit available for the improvement is less than the total contributions toward the improvement, the amount of credit allowed for the improvement shall be prorated among the contributing developers based on the percentage each contributed toward the total contribution for the improvement, up to the amount of the individual developer's contribution.

c) The County agrees to use its best efforts to acquire any right-of-way needed to construct any of the Required Road Improvements that are to be constructed or funded by the Developer in a timely enough manner to allow the Developer to construct the improvement consistent with the schedule in Exhibit C, or as that schedule is modified pursuant to Paragraph 3.c).

d) As long as the Developer has either posted performance security or otherwise provided the County with the funds necessary to construct any of the Other Intersection Improvements listed in Exhibit C, the County agrees to let the contracts for those improvements consistent with the schedule in Exhibit C. If the County does not commence construction of the required improvements that are the County's responsibility to construct consistent with the schedule contained in Exhibit C, the Developer may construct the improvement and the County will release the performance security or return the funds the Developer provided for this construction incrementally as the work is completed.

5. Roadway Drainage. Unless otherwise accommodated, the Developer agrees to design and construct the Project's surface water management system to accommodate all of the drainage for a six-lane Forest Hill Boulevard fronting on the Property, including its intersection with State Road 7, and Lyons Road and Pierson Road, in accordance with the following requirements. Within one year after issuance of the Project's Development Order, the property

owner shall convey to Palm Beach County sufficient road drainage easement(s) through the project's internal drainage system, as required by and approved by the County Engineer, to provide legal positive outfall for this runoff. Said easements shall be no less than 20 feet in width. Portions of such system not included within roadways or waterways dedicated for drainage purposes will be specifically encumbered by said minimum 20 foot drainage easement from the point of origin to the point of legal positive outfall. The drainage system within the project shall have sufficient retention/detention and conveyance capacity to meet the storm water discharge and treatment requirements of Palm Beach County and the applicable Drainage District, as well as the South Florida Water Management District, for the combined runoff from the project to accommodate the Ultimate Thoroughfare Plan Road Sections of the included segment. If required and approved by the County Engineer, the Developer shall construct within the proposed drainage easements a minimum of 24 inch closed piping system and appropriate wingwall or other structures as required by and approved by the County Engineer.

6. Traffic Approval.

a) The Project as proposed with the inclusion of all improvements listed in the Exhibits to this Agreement has been found to be in compliance with the County Traffic Performance Standards. Upon execution of this Agreement by all parties, the Project shall be deemed to have, and this Agreement shall serve as, a Conditional Concurrence Reservation subject to the conditions of this Agreement.

b) This Agreement is predicated on the build out date of December 31, 2005, as submitted as part of the approved traffic study. Any extension to the build out date shall require a new traffic study using the most current data and assumptions available at the time showing compliance with the TPS based on the new buildout date, unless otherwise agreed to by the County Engineer. The County agrees that the buildout date is hereby changed to December 31, 2006.

c) This Agreement is expressly conditioned and contingent upon this property being developed as a 891 acre project consisting of approximately 1,782 single family dwelling units, and a site for a 970 student elementary school and accessory public and civic uses. This property shall not be combined or developed as a single project with either of the other properties currently known as Wellington East or Wellington North or with any other property without the prior consent of Palm Beach County. In the event there is a common architectural theme, any shared infrastructure or facilities, shared drainage or common covenants or restrictions, with Wellington East or Wellington North or other properties, it shall automatically be considered a combination of projects, and this Agreement and the traffic approval shall be considered null and void.

d) The dates for the construction of the improvements and number of units permitted prior to construction of the improvements listed in the Exhibits to this Agreement may be adjusted by the County Engineer if information is provided to the County Engineer justifying the change and demonstrating that the project still complies with the County Traffic Performance

Standards with the adjusted dates or number of units.

7. Lyons Road Construction - State Road 7 CRALLS.

a) Pursuant to this Agreement, the Developer is required to construct two lanes of Lyons Road from Forest Hill Boulevard to Lake Worth Road. The County hereby waives the requirement that the Developer construct the portion of Lyons Road from twenty feet north of the north right-of-way line of the Lake Worth Drainage District L-10 Canal to Lake Worth Road ("Lyons Road Segment"). Since the County elected not to have the Developer construct the Lyons Road Segment, the County agrees that the Developer is no longer phased to the construction of the Lyons Road Segment.

b) Since the County has waived the requirement that the Developer construct the Lyons Road Segment, the Developer agrees to post performance security in the amount of \$1,300,000 within six months of receiving local zoning approval from the Village of Wellington, which approval was granted on October 17, 2000, unless this performance security has already been posted by the Developer of an adjacent parcel. This amount represents the estimated cost of constructing the Lyons Road Segment. The Developer also agrees that the Developer would provide this amount of money in cash to the County within thirty (30) days of receiving a written request from the County to provide this cash, unless this money has already been provided by the Developer of an adjacent parcel. This money shall only be used by the County for the construction of either the Lyons Road Segment or for the construction of an eight-lane section of State Road 7 from Forest Hill Boulevard to Lake Worth Road. The County may request the \$1,300,000 in cash if the contract for either improvement is scheduled to be let within six months of the date the cash is requested. The County may also request that the Developer provide the \$1,300,000 any time during the year 2005, even if the County has no immediate plans to construct either road improvement. If the Developer fails to provide the cash as requested, the County may call the performance security. Once the Developer has provided the cash, the County shall release the performance security. If the County has not requested the \$1,300,000 by December 31, 2005, the Developer's obligation under this paragraph shall cease and the County shall release the performance security.

c) Since the County has waived the requirement that the Developer construct the Lyons Road Segment, the County also agrees that the following road improvements, formerly listed in Exhibit C, are also no longer required:

Lake Worth Road - Jog Road Intersection - all improvements  
Lake Worth Road - Lyons Road - southbound left turn lane

These improvements have been deleted from Exhibit C.

8. Governing Law. This agreement under the rights and obligations created hereunder shall be interpreted, construed and enforced under the laws of the State of Florida. This



agreement shall not be construed against the party who drafted it as both parties have consulted with attorneys and experts of their own choosing. If any litigation should be brought in connection with this agreement, then venue therefore shall be in Palm Beach County, Florida.

9. Enforcement. In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this agreement, each party in such litigation shall bear its own costs and expenses incurred and extended in connection therewith, including, but not limited to attorney fees and court costs through all trial and appellate levels.

10. Severability. If any Provision of this agreement or the application thereof to any person or circumstance shall be unenforceable or invalid to any extent, the remainder of this agreement and the application of such agreement provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11. Entire Agreement. This agreement contains the entire agreement between the parties with respect to subject matter hereof. No right, duties or obligations of the parties shall be created unless specifically set forth in this agreement or shall be binding and valid unless made in writing and executed and approved by the parties or their successors or assigns.

12. Amendment. No modification or amendment of this agreement shall be of any legal force or effect unless in writing executed by both County and Developer.

13. Binding Agreement. This agreement shall adhere to the benefit of and bind the parties, there successors and assigns. This agreement may be assigned without the consent of any party and all the terms and conditions set forth herein shall adhere to the benefit of and shall bind the assignee. However, notice of any assignment by either party shall be given to the other party at least 30 days prior to such assignment.

14. Waiver. County's failure to enforce any provision of this agreement shall not be considered a waiver of the right to later enforce that or any other provision in this agreement.

15. Notices. Any notice to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U.S. registered or certified mail, return receipt requested, postage prepaid to County and to Developer at their respective addresses set forth below:

As to County:

Chairman, Board of County Commissioners  
of Palm Beach County, Governmental Center,  
301 N. Olive Avenue  
West Palm Beach, Florida, 33401.

As to County's  
Legal Representative: Lenny Berger  
c/o Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to County's Road  
Project Representative: Charles Walker, P.E.  
c/o Office of the County Engineer  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

As to Developer:  
Minto Communities, Inc.  
4400 West Sample Road  
Suite 200  
Coconut Creek, Fl. 33073  
Att: Craig S. Unger, P.E.

As to Developer's  
Legal Representative: John Corbett  
Corbett and White  
309 Lake Avenue  
Lake Worth, Fl. 33460

16. Effective Date and Term. This Agreement shall be effective upon the execution of this Agreement by all parties and shall terminate December 31, 2010, unless extended by written agreement of the parties. This Agreement shall supercede and replace the previous public facilities agreement dated January 11, 2000.

17. Recording the Agreement and Termination Notice. Either this Agreement or a notice of this Agreement in a form acceptable to the County Attorney shall be recorded in the public records of Palm Beach County, Florida.

18. Termination of Agreement.

a) This Agreement may be terminated by Developer if the final development order is revoked or is otherwise rendered of no further force or effect in its entirety pursuant to the Village of Wellington's land development regulations; if the County commits a material breach of or otherwise defaults on its obligations in this Agreement as provided in paragraph 19 below; or as otherwise provided by law. Developer's abandonment of the Project shall be effective upon adoption by the Village of a resolution or other official action confirming revocation of the Final Development Order. Prior to terminating the Agreement, Developer shall afford County with written notice of the intended action and an opportunity to cure the breach. If Developer

terminates the Agreement, County shall also terminate the Municipal Concurrency Letter.

b) This Agreement may be terminated by County if Developer commits a material breach of or otherwise defaults on its obligations in this Agreement, as provided in paragraph 19 below, or as otherwise provided by law. Termination by the County shall be a decision of the Board of County Commissioners. Prior to terminating the Agreement, County shall afford Developer with written notice of the intended action and an opportunity to be heard.

c) This Agreement may be terminated at any time by mutual written consent of the Parties.

d. The County shall not terminate this Agreement, revoke the Municipal Concurrency Letter, or take action to impair the vesting of the Project as to the Traffic Performance Standards Ordinance, except in the manner specifically set forth in this Agreement or as otherwise provided by law.

19. Failure to comply with any provision of this Agreement shall be considered a material breach and a default which shall entitle the Parties to all rights and remedies at equity or law including but not limited to suit, termination of the Agreement and revocation of the Municipal Concurrency Letter.

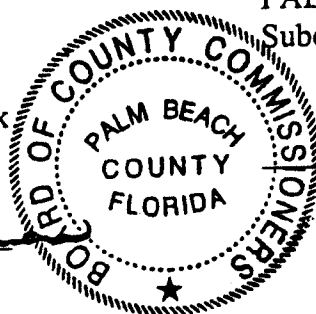
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

R2002 0211

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

Attest: Dorothy C. Wilken, Clerk

By: Linda C. Hickman  
Deputy Clerk



By: Warren Newell, Chairman

FEB 26 2002

Approved as to Form and Legal Sufficiency

By: [Signature]  
County Attorney

Approved as to Terms and Conditions

By: [Signature]  
Title: Dir. Traffic Div

ATTEST:

MINTO COMMUNITIES, INC., a Florida  
corporation

Frank Rodgers  
By: FRANK RODGERS, SECRETARY

Craig S. Unger  
By: Craig S. Unger, Vice President

(SEAL)

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared Craig S. Unger and FRANK RODGERS, who are personally known to me and who executed the foregoing instrument as Vice-President and Secretary of Minto Communities, Inc., a Florida Corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said Corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

Witness my hand and official seal this 19th day of December, 2001.

Linda D. Yonke  
Signature-Notary Public of  
the State of Florida at Large

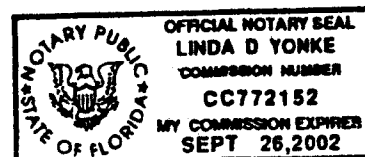
LINDA D. YONKE  
Printed Name of Notary Public

\_\_\_\_\_  
Commission Number

My Commission Expires:

NOTARY SEAL

December 18, 2001



## EXHIBIT A

### DESCRIPTION FOREST HILL / WELLINGTON WEST

ALL OF TRACTS 53 THROUGH 60, BLOCK 16, TRACTS 37 THROUGH 48, BLOCK 17, TRACTS 1 THROUGH 55, BLOCK 19, TRACTS 5 THROUGH 12, TRACTS 21 THROUGH 27, TRACTS 39 THROUGH 41, TRACT 56. ALL IN BLOCK 20, TOGETHER WITH ALL THOSE STRIPS OF LAND MARKED AS ROADS WITHIN OR ADJACENT TO BLOCKS 16, 17, 19 AND 20 AS ALL ARE SHOWN ON THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WHICH LIE WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

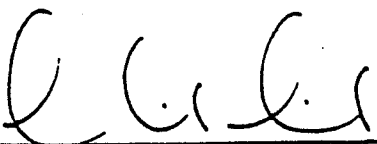
BEGINNING AT THE SOUTHWEST CORNER OF TRACT 49, BLOCK 19, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89 DEGREES, 23 MINUTES, 00 SECONDS EAST ALONG A LINE 25.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE ROAD, 50.0 FEET IN WIDTH, BETWEEN BLOCKS 19 AND 25 AS SHOWN ON SAID PALM BEACH FARMS COMPANY PLAT NO. 3, SAID PARALLEL LINE BEING THE NORTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL L-10 AND CONNECTING THE SOUTH LINE OF TRACTS 49 THROUGH 55 OF SAID BLOCK 19, A DISTANCE OF 4486.53 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF LYONS ROAD AS DESCRIBED IN THE RIGHT OF WAY DEED RECORDED AT OFFICIAL RECORD BOOK 5712, PAGE 1556, A DISTANCE OF 198.29 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 3260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 44 DEGREES, 17 MINUTES, 02 SECONDS, A DISTANCE OF 2519.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43 DEGREES, 41 MINUTES, 02 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1238.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 3140.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 44 DEGREES, 17 MINUTES, 02 SECONDS, A DISTANCE OF 2426.90 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 173.99 FEET; THENCE NORTH 01 DEGREES, 10 MINUTES, 23 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 400.02 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 493.00 FEET; THENCE NORTH 45 DEGREES, 36 MINUTES, 12

SECONDS WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 70.71 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 32 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 5712, PAGE 1556, SAID RIGHT OF WAY LINE LYING 68.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACT 53, BLOCK 16 OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3, A DISTANCE OF 511.99 FEET; THENCE NORTH 88 DEGREES, 19 MINUTES, 02 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 5712, PAGE 1556, A DISTANCE OF 400.33 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 32 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 5712, PAGE 1646, SAID RIGHT OF WAY LINE LYING 52.0 FEET SOUTH OF AND PARALLEL WITH THE LINE CONNECTING THE NORTH LINE OF TRACTS 54 THROUGH 56 OF SAID BLOCK 16 AND TRACTS 37 THROUGH 40 OF BLOCK 17 OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3, A DISTANCE OF 2973.00 FEET; THENCE SOUTH 00 DEGREES, 36 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 26.00 FEET OF TRACT 38 OF SAID BLOCK 17, A DISTANCE OF 466.00 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 32 SECONDS WEST ALONG A LINE 466.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD, A DISTANCE OF 466.00 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE WEST TWO-THIRDS OF TRACT 39 OF SAID BLOCK 17, A DISTANCE OF 466.00 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 32 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 5712, PAGE 1646, SAID RIGHT OF WAY LINE LYING 52.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACTS 39 AND 40 OF SAID BLOCK 17, A DISTANCE OF 880.00 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT 40, A DISTANCE OF 14.0 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 32 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD AS SHOWN ON ROAD PLAT BOOK 2, PAGE 147 OF SAID PUBLIC RECORDS, SAID SOUTH RIGHT OF WAY LINE LYING 38.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACTS 41 AND 42 OF SAID BLOCK 17 AND EXTENDING EASTERLY TO THE WEST LINE OF SAID TRACT 40, A DISTANCE OF 1554.17 FEET; THENCE SOUTH 01 DEGREE, 57 MINUTES, 23 SECONDS WEST ALONG THE EAST LINE OF A ROAD, 25.0 FEET IN WIDTH, AS SHOWN ON SAID PALM BEACH FARMS COMPANY PLAT NO. 3, SAID EAST LINE ALSO BEING THE EAST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-1, AND CONNECTING THE WEST LINE OF TRACTS 42 AND 43 OF SAID BLOCK 17, A DISTANCE OF 1307.23 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE ROAD, 50.0 FEET IN WIDTH, BETWEEN BLOCKS 17 AND 19 AS SHOWN ON SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE SOUTH 02 DEGREES, 17 MINUTES, 20 SECONDS WEST ALONG SAID EAST LINE OF THE ROAD, 25.0 FEET IN WIDTH, AS SHOWN ON THE PALM

BEACH FARMS COMPANY PLAT NO. 3, SAID EAST LINE ALSO BEING THE  
EAST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-1, AND  
CONNECTING THE WEST LINE OF TRACTS 6, 7, 20, 21, 34, 35, 48 AND 49 OF  
SAID BLOCK 19, A DISTANCE OF 5401.94 FEET TO THE POINT OF BEGINNING.

CONTAINING: 891.62 ACRES MORE OR LESS

DATE: MAY 18, 1999

  
NICK D. MILLER,  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA  
CERTIFICATE No. 3888

**EXHIBIT B**  
**ASSURED CONSTRUCTION**

**ROADWAY IMPROVEMENTS**

<b><u>Roadway</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Improvement</u></b>	<b><u>Units<sup>1</sup></u></b>	<b><u>Date<sup>1</sup></u></b>
Forest Hill Boulevard	State Road 7	South Shore	6 lanes	144	Nov. 30, 2000
State Road 7	Lake Worth Road	Boynton Beach Boulevard	6 lanes	67	Aug. 31, 2000

<b><u>Interchange</u></b>	<b><u>Units</u></b>	<b><u>Year</u></b>
Southern Boulevard Turnpike Interchange	130	Nov. 30, 2000

**INTERSECTION IMPROVEMENTS**

<b><u>Intersection</u></b>	<b><u>Improvement</u></b>	<b><u>Units<sup>1</sup></u></b>	<b><u>Date<sup>1</sup></u></b>
Lake Worth Road & Lyons Road	Westbound - Left Turn Lane (dual lefts)	805	Dec. 31, 2002
Southern Boulevard & Benoist Farms Rd.	Southbound - Right Turn Lane (exclusive right)	1,250	April 30, 2004
	Northbound - Right Turn Lane (exclusive right)		
	or		
	Eastbound - Through Lane		
	Westbound - Through Lane		



<sup>1</sup> No building permits shall be issued for more than this number of units or after the date listed, whichever occurs first, until the improvement is under construction.

**Exhibit Dated November 29, 2001**

**EXHIBIT C**  
**DEVELOPER REQUIRED IMPROVEMENTS**

**ROADWAY IMPROVEMENTS**

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Improvement</u>	<u>Units</u> <sup>1</sup>	<u>Date</u> <sup>1</sup>
Forest Hill Boulevard <sup>2</sup>	State Road 7	Lyons Road	6 Lanes	367	Aug. 31, 2001
Forest Hill Boulevard <sup>2</sup>	Lyons Road	Pinehurst Drive	6 Lanes	629	May 31, 2002
Lyons Road <sup>4</sup>	Forest Hill Boulevard	Lake Worth Road	2 Lanes	0	-----

**INTERSECTION IMPROVEMENTS**

**STATE ROAD 80 IMPROVEMENTS**

<u>Intersection</u>	<u>Improvement</u>	<u>Units</u> <sup>1</sup>	<u>Date</u> <sup>1</sup>	<u>Payment</u> <sup>5</sup>	<u>Date</u> <sup>6</sup>
Southern Boulevard & Jog Road	Southbound - Left Turn Lane (dual lefts)	130	Nov. 30, 2000	Complete	1 <sup>st</sup> Bldg Permit/
	Northbound - Left Turn Lane (dual lefts)			Complete	6 months from
	Eastbound - Right Turn Lane (exclusive right)			\$205,119.38	agmt. approval
Southern Boulevard & Forest Hill Blvd.	Southbound - Through Lane	788	Nov. 30, 2002	Complete	
Southern Boulevard & State Road 7	Northbound - Left Turn Lane (triple lefts)	1,030	Aug. 31, 2003	\$620,225.00	1 <sup>st</sup> Bldg Permit/
	Eastbound - Through Lane				Aug. 31, 2003
	Westbound - Through Lane				

**STATE ROAD 7 & FOREST HILL BOULEVARD IMPROVEMENTS**

<b><u>Intersection</u></b>	<b><u>Improvement</u></b>	<b><u>Units</u><sup>1</sup></b>	<b><u>Date</u><sup>1</sup></b>	<b><u>Payment</u><sup>5</sup></b>	<b><u>Date</u><sup>6</sup></b>
Forest Hill Boulevard & State Road 7	Eastbound - Right Turn Lane (dual rights)	1,151	Dec. 31, 2003	Included in payment listed below	
Forest Hill Boulevard & State Road 7	Southbound - Left Turn Lane (triple lefts)	1,749	Nov. 30, 2005	\$177,061.01	See <sup>7</sup> below
	Northbound - Left Turn Lane (triple lefts)			(includes .04591 acres r/w)	

**OTHER INTERSECTION IMPROVEMENTS**

<b><u>Intersection</u></b>	<b><u>Improvement</u></b>	<b><u>Units</u><sup>1</sup></b>	<b><u>Date</u><sup>1</sup></b>	<b><u>Performance Security Amount</u><sup>8</sup></b>
Forest Hill Boulevard & Wellington Trace <sup>2</sup>	Northbound - Left Turn Lane (dual lefts)	400	Sept. 30, 2002	Complete
(Northern Intersection)	Eastbound - Left Turn Lane (dual lefts)			\$151,902.00
Forest Hill Boulevard & Haverhill Road <sup>3</sup>	Southbound - Right Turn Lane (exclusive right)	644	June 30, 2002	Complete
	Eastbound - Right Turn Lane (exclusive right)			\$620,000.00 (includes .4 acres r/w)
	Westbound - Right Turn Lane (exclusive right)			
Southern Boulevard & Forest Hill Blvd. <sup>3</sup>	Eastbound and Westbound Through Lanes	788	Nov. 30, 2002	\$331,507.73 <sup>9</sup>
Forest Hill Boulevard & Jog Road <sup>3</sup>	Eastbound - Left Turn Lane (triple lefts)	1,401	Oct. 31, 2004	\$607,200.00
	Westbound - Left Turn Lane (triple lefts)			

<sup>1</sup> No building permits shall be issued for more than this number of units or after the date listed, whichever occurs first, until the improvement is under construction.

<sup>2</sup> Developer responsible for funding and constructing improvement. A CDD may construct improvement on behalf of the Developer.

<sup>3</sup> Developer responsible for funding and County responsible for constructing improvement.

<sup>4</sup> The County has waived the requirement for the portion of this link from twenty feet north of the north right-of-way of the L-10 Canal to Lake Worth Road. [See Paragraph 7.a) of this Agreement]. Developer responsible for funding and constructing remainder of improvement. A CDD may construct improvement on behalf of the Developer.

<sup>5</sup> In lieu of constructing improvement, Developer may make payments in time specified and County will ensure improvement is constructed. Once payment is made, Developer is relieved of any further obligation for the improvement.

<sup>6</sup> Whichever occurs first; reference to first building permit excludes permits for models.

<sup>7</sup> Payment due at the same time as the payment required by Paragraph 7.b) of the Agreement or December 31, 2003, whichever occurs first. Payment option only available after County amends its Five Year Road Program to include the eight laning of State Road 7 on both sides of this intersection and the construction becomes assured.

<sup>8</sup> Surety shall be posted in these amounts. These sureties may be increased or decreased as more precise information becomes available through development of design plans. The County Engineer shall notify the Developer if the approved design plans reveal that the surety is inaccurate. Any required increase in the surety shall be posted within 30 days of the notice from the County Engineer.

<sup>9</sup> Assured construction east of the intersection. Performance security amount is cost to extend improvements west of intersection approximately one quarter mile.

**Exhibit Dated November 29, 2001**



**Department of Engineering  
and Public Works**

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
Burt Aaronson

Tony Masilotti

**County Administrator**

Robert Weisman

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January 25, 2000

To: Honorable Maude Ford Lee, Chair  
and Members of the Board of  
County Commissioners

From: George T. Webb, P.E., County Engineer *Gay T. Webb*

Re: Southern Boulevard and concurrency

The FDOT recently presented the MPO with their proposed work program which will become effective in July 2000. Currently included in the program is construction on Southern Boulevard from west of SR 7 to the Turnpike in 2003-2004. This schedule is identical to the schedule in the current work program. This program includes construction of a "flyover" interchange across SR 7 as part of the construction. Also included for the first time is construction on the link from the Turnpike to west of Haverhill Road, including a flyover at Jog Road, in the 2004-2005 fiscal year.

The Board at the January 11<sup>th</sup> BCC meeting added the Southern Boulevard (Turnpike - west of Haverhill Road) project to the County's Five Year Road Program in anticipation that the project will ultimately appear in the State's adopted program. With that addition to the County's program, both Southern Boulevard projects are now included in adopted road programs - one in the State's program and one in the County's program.

As part of the proposed development activity in the area, several developments either have or will be committing to significant improvements to the SR 7/Southern Boulevard and Jog Road/Southern Boulevard intersections. Their proposed development buildouts (typically before 2002) and the need to build additional lanes to meet the County concurrency standards will occur prior to either FDOT project. At SR 7, these improvements involve adding additional turn lanes on several approaches and additional through lanes in the east/west direction. Unfortunately, most of these improvements would end up as "throwaways," because they will not be part of the final FDOT plan. This will also occur at Jog Road, but the interim turn lane improvements are not as significant or costly as those additions proposed at State Road 7 and Southern Boulevard.



It is staff's recommendation that the developers be allowed to rely on the two adopted projects and may, if they choose, address their projected intersection improvements by making a lump sum payment to the County in lieu of constructing the improvements. Their projects would be considered to have met concurrency at each intersection after payment of a certain amount. That amount would be based on and tied to their impact on the appropriate intersection. Their traffic would be allowed to be added to the road network, even if that traffic were to appear earlier than the commencement of the construction of the two major roadway projects. Our ordinance allows and anticipates such circumstances, and we have implemented this approach on a few occasions. Any other improvements or phasing conditions associated with other road links or intersections would still be applicable in governing how the development project is allowed to proceed.

As you know, the State is considering additional funding for the State transportation system as part of the 2000 legislative session (Mobility 2000). The effect of additional funding could allow these two projects to be advanced earlier than the current projected schedules, potentially as early as Spring. This would significantly reduce the amount of time any additional traffic would be using the intersections prior to the start of the two projects.

Participation in the payment option would enable the developers and staff to consider the intersections as grade separated (flyovers) and would change the way staff reviews the two Southern Boulevard intersections for concurrency in the individual traffic studies. The studies would still have to address all other appropriate intersections and links in the area for concurrency purposes as we have historically done.

The County will be assessing the developments an amount based on the level of project traffic using the two intersections and the proportionate share of the costs needed to construct each of the full intersection at-grade improvements ( design, right of way and construction). At SR 7, based on initial estimates, most projects could be expected to contribute from \$200,000-\$600,000, with one project possibly contributing \$1,200,000. The contributed amounts would be creditable against the County's impact fee. I believe that almost every project will participate, but if they wanted to construct the improvements specified in their reports and not participate in the payment program, they would be able to make that choice. The final payment amounts would be determined by the County as would the locations where the payment dollars should be allocated. The projects agreeing to use this approach would be expected to contribute the dollars



associated with the two intersections prior to their first building permit. Additionally, if they have no other roadway construction commitments they will be expected to contribute any remaining anticipated impact fee amounts at the same time. Projects that do have other road construction commitments will have those commitment amounts deducted from the remaining impact fee amounts. If there is a remaining amount after the commitment deduction, it also would be due prior to the first building permit. Every project will thus have to contribute toward the intersection improvements, but we will have to determine on a development by development basis how much, if any, the remaining up front impact fee payment will be.

pc: Robert Weisman, County Administrator