

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: 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:

Termination of Standard Development Agreements

A) 95 WHSE, Inc	(District 2)	01-01113-000
B) Hometown Lake Worth, LLC	(District 2)	02-01072-000
C) Desarrollos Xenabal Limitada	(District 3)	05-01055-000
D) Linton Boulevard Associates, Ltd.	(District 5)	09-01039-000

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:

95 WHSE, Inc	01-01113-000
Hometown Lake Worth, LLC	02-01072-000
Desarrollos Xenabal Limitada	05-01055-000
Linton Boulevard Associates, Ltd.	09-01039-000

Recommended By: Bruce Beaubien 9/8/08
Department Director Date

Approved By: Shannon R. By 9/18/08
Assistant County Administrator Date



CFN 20080309456
 CR BK 22817 PG 0711
 RECORDED 08/20/2008 11:25:36
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0711 - 713; (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 # 01-01113-000

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 5th day of August, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on July 7, 2003, County and **95 WHSE, 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 **\$4,923.51** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 15515, Page 940**; 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 July 7, 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 M Daniels
Signature
ANNA M. DANIELS
Typed or Printed Name

PALM BEACH COUNTY

By: Bull Beard
County Administrator or Designee

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: Thomas J. J.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 17A, VISTA CENTER OF PALM BEACH PLAT 5, ACCORDING TO THE
MAP OR PLAT THEROF, AS RECORDED IN PLAT BOOK 63, PAGE 199, OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



CFN 20080309457
 OR BK 22817 PG 0714
 RECORDED 08/20/2008 11:25:36
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0714 - 716; (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 # 02-01072-000

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 5th day of August, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on **July 15, 2003**, County and **HOMETOWN LAKE WORTH, LLC**, hereinafter referred to as "Original Property Owner," entered into a Standard Potable Water Development Agreement, hereinafter referred to as the "Agreement", for the provision of potable water service to property owned by Original Property Owner; and

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

WHEREAS, Original Property Owner paid County as total amount of **\$57,668.38** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 15661, Page 227**; 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, 14, and 15 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, 14, and 15 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, 14, and 15 thereof, the Agreement executed by and between Palm Beach County and Original Property Owner dated **July 15, 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.

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

By: [Signature]
County Administrator or Designee

NANCY M. MAY
Typed or Printed Name

Anna M Daniels
Signature

ANNA M. DANIELS
Typed or Printed Name

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

Lands situated in Palm Beach County, Florida, to-wit:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 3/4 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 AND the Southwest 1/4 of the Northeast 1/4 AND the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 26, Township 44 South, Range 42 East:

LESS the North 95 feet thereof for Lake Worth Road Right-of-Way AND the South 13.20 feet thereof for Lake Worth Drainage District Lateral No. 13 Right-of-Way AND the West 45 feet thereof for Lake Worth Drainage District Canal E-3 Rights-of-Way:

AND

The Northwest 1/4 of the Southeast 1/4 LESS the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 all in Section 26, Township 44 South, Range 42 East :

LESS the West 45 feet thereof for Lake Worth Drainage District Canal E-3 Right-of-Way AND the North 75 feet thereof for Lake Worth Drainage District Lateral No. 13-Right-of-Way:

AND LESS therefrom a parcel of land conveyed to Palm Beach County, Florida, for Lift Station as recorded in Official Records Book 3389, Page 1388, Official Records of Palm Beach County, Florida.

Together with a sixty foot (60') easement for ingress and egress to and from Lake Worth Road, more particularly set forth in that certain Quit Claim Deed given by National Mobile Industry, Inc. to Lake Worth Drainage District dated 11/19/69, filed of record 11/25/69 in Official Book 1766, Pages 1560 and 1561, Public Records of Palm Beach County, Florida, in which Quit Claim Deed said easement was reserved.

Together with any and all of Grantor's interest in the property lying between the South Right of Way line of Lake Worth Road (S.R. 802) and the North boundary of the legal description set forth above.

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 5th day of August, 2008, by Palm Beach County, a political
subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on July 7, 2003, County and **DESARROLLOS XENABAL LIMITADA**,
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 **\$26,103.06** as required
pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County,
Florida, at **Book 15515, Page 949**; 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 **July 7, 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 # 05-01055-000

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
Typed or Printed Name

By: Bruce Beaudin
County Administrator or Designee

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: Thomas J...
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN BLOCK 43, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LEXINGTON 1 OF SHERBROOKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 195 THROUGH 198, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 89°26'07" EAST, ALONG THE SOUTH LINE OF SAID PLAT OF LEXINGTON 1 OF SHERBROOKE, A DISTANCE OF 2610.00 FEET; THENCE, SOUTH 00°33'53" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 725.61 FEET, FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 00°33'53" EAST, A DISTANCE OF 530.50 FEET; THENCE, SOUTH 03°12'41" WEST, A DISTANCE OF 250.54 FEET; THENCE, SOUTH 00°33'53" EAST, A DISTANCE OF 300.00 FEET; THENCE, SOUTH 44°26'07" WEST, A DISTANCE OF 56.57 FEET; THENCE, SOUTH 89°26'07" WEST, A DISTANCE OF 289.00 FEET; THENCE, SOUTH 88°10'30" WEST, A DISTANCE OF 250.06 FEET; THENCE, SOUTH 89°26'07" WEST, A DISTANCE OF 1144.50 FEET; THENCE, NORTH 00°33'53" WEST, A DISTANCE OF 570.00 FEET; THENCE, NORTH 52°30'57" EAST, A DISTANCE OF 925.80 FEET; THENCE, NORTH 89°26'07" EAST, A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING

CONTAINING: 40.00 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THE BEARINGS AS STATED HEREON ARE BASED ON THE BEARING OF NORTH 89°26'07" EAST AS SHOWN ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT OF LEXINGTON 1 OF SHERBROOKE.



CFN 20080309459
 OR BK 22817 PG 0720
 RECORDED 08/20/2008 11:25:36
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0720 - 722; (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 # 09-01039-000

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 5th day of August, 2008, by Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on July 15, 2003, County and Linton Boulevard Associates, Ltd, hereinafter referred to as "Original Property Owner," entered into a Standard Potable Water and Wastewater Development Agreement, hereinafter referred to as the "Agreement", for the provision of potable water and wastewater service to property owned by Original Property Owner; and

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

WHEREAS, Original Property Owner paid County as total amount of \$34,365.49 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15544, Page 734; 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 July 15, 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
Typed or Printed Name

By: Brent Bevan
County Administrator or Designee

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: Mark J. T.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), AND THE WEST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) AND THE SOUTH ONE-HALF (1/2) OF THE EAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.