

Agenda Item 3K- 2 (October 21, 2008)
Receive & file – Termination of Development Agreements

Agreement #	Location	Sec/Twnshp/Rge	District #	Project
01-01116-000	W of Florida Turnpike, Belvedere Rd	28/43/42	6	N/A –Property has been sold
05-01057-000	W side of Jog Rd, ½ mile S of Boynton Bch Blvd., SW corner of 105 th St., S & Jog Rd	27/43/42	5	N/A Owners chose not to renew Agreement for 76.30 ERCs;vacant commercial property

*Joan - Pot
WITH Agenda
Items.*



CFN 20080332732
 OR BK 22849 PG 0527
 RECORDED 09/09/2008 11:05:56
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0527 - 529; (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 # 01-01116-000

UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL

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

WITNESSETH

WHEREAS, on August 13, 2003, County and Fernando Negrin, hereinafter referred to as "Original Property Owner," entered into a Standard or Non-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 \$410.29 as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at Book 15700, Page 463 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 August 13, 2003, and only for the property identified in Exhibit "A" is hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights, duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only for the property identified in Exhibit "A" and the parties are not released from any such rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard or Non-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: Bruce Bennett
County Administrator or Designee

Typed or Printed Name

Judy D. Provence
Signature

Judy D. Provence
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. Vest
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Mark T. T.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

THE EAST 330 FEET OF TRACT 1, BLOCK 6, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTHWEST OF THE FLORIDA STATE TURNPIKE, LESS AND EXCEPT THE NORTH 50 FEET THEREOF AND ALSO LESS AND EXCEPT THE SOUTH 70 FEET OF THE NORTH 120 FEET OF THE EAST 155 FEET THEROF.



CFN 20080332733
 OR BK 22849 PG 0530
 RECORDED 09/09/2008 11:05:56
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0530 - 532; (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 # 05-01057-000

UNILATERAL TERMINATION AND PARTIAL RELEASE OF STANDARD AND NON-STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL

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

WITNESSETH

WHEREAS, on **August 13, 2003**, County and **ZS Properties, LC**, hereinafter referred to as "Original Property Owner," entered into a Standard or Non-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 **\$21,589.85** as required pursuant to the Agreement; and

WHEREAS, said Agreement was recorded in the Official Records of Palm Beach County, Florida, at **Book 15700, Page 455** 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 **August 13, 2003**, and only for the property identified in **Exhibit "A"** is hereby terminated.
2. County and Current Property Owner shall continue to be bound by all remaining rights, duties, or obligations existing in the above-referenced Paragraphs of the Agreement and only for the property identified in **Exhibit "A"** and the parties are not released from any such rights, duties, or obligations as set forth therein.
3. County shall duly record this Unilateral Termination and Partial Release of Standard or Non-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

Judy D. Provence
Signature
Judy D. Provence

Typed or Printed Name

By: Beryl Burns
County Administrator or Designee

WATER UTILITIES DEPARTMENT APPROVAL

By: Delora M. Vest
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Mark Top
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 33 IN BLOCK 56, ACCORDING TO THE "PALM BEACH FARMS COMPANY PLAT NO. 3", PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK NO.2, PAGES 45 THROUGH 56, INCLUSIVE, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN SAID COUNTY, LESS THE RIGHT-OF-WAY FOR JOG ROAD AS SHOWN ON PALM BEACH COUNTY'S RIGHT-OF-WAY MAP FOR PROJECT NO. 90501 B. ALSO LESS THE CANAL RIGHT-OF-WAY FOR THE LAKE WORTH DRAINAGE DISTRICT L-25 CANAL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT B-1, "JOG ESTATES, PUD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGES 24 THROUGH 27 INCLUSIVE, OF SAID PUBLIC RECORDS, THENCE N 89°57'33"W ALONG THE NORTH BOUNDARY OF SAID TRACT AND ITS WESTERLY EXTENSION, 368.10 FEET, THENCE N 00°03'11"W ALONG THE EAST BOUNDARY OF TRACT "B-2" AND ITS NORTHERLY EXTENSION, ACCORDING TO SAID PLAT, 624.82 FEET, THENCE S 90°00'00"E ALONG THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF TRACT "W-1", ACCORDING TO SAID PLAT, 373.09 FEET TO THE WEST RIGHT-OF-WAY OF JOG ROAD, AS LAID OUT AND CURRENTLY IN USE AND SHOWN ON PALM BEACH COUNTY'S RIGHT-OF-WAY MAP FOR PROJECT NO 90501 B; THENCE S 00°24'17"W ALONG SAID WEST RIGHT-OF-WAY, 625.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. CONTAINING 231,405 SQUARE FEET (5.312 ACRES), MORE OR LESS.