

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 3, 2008	Consent []	Regular [X]
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement with the Town of Loxahatchee Groves.

Summary: In accordance with the Charter of the Town of Loxahatchee Groves (Town) and Chapters 166 and 180, Florida Statutes, the Town is authorized to provide utility service within the Town's municipal limits. In order to avoid the duplication of pipelines and other facilities, the Town has agreed to allow the County to provide potable water, wastewater, and reclaimed water services within the Town's municipal limits in exchange for a 10% franchise fee to be collected by the County from utility customers located within the Town. The franchise fee would be added to the service initiation fees, monthly charges, and miscellaneous fees and remitted monthly to the Town less a 1% administrative fee to be retained by the County. The Agreement also provides that the County will not require mandatory hookups within the Town unless mandated by the County Health Department or the Florida Department of Environmental Protection or unless required by a change in use or intensity by existing residents or businesses. Also, any new or upgraded service to any property located within the Town must have the written consent of the Town Council or its designee. The Town will also have the authority to determine the circumstances under which special assessment projects will be initiated and will have the option to undertake the projects or request that the County perform the special assessment projects. Under the Agreement, the Town will irrevocably grant, assign, or otherwise transfer any future utility easements that may be required in the future for installing utility infrastructure. District 6 (MJ)

Background and justification:

The Water Utilities Department is currently serving a limited number of customers within the Town. The Town has considered the option of providing retail service to residents of the Town but has opted to contract with the County to provide retail service in exchange for a 10% franchise fee. Future revenue to the County in the form of connection fees, guaranteed revenue fees, monthly commodity and base facility fees will depend on the number of lots ultimately connected. The Water Utilities Department has sufficient capacity to provide retail service to residents and businesses located within the Town.

Attachments:

1. Location Map
2. Three (3) Original Agreements

Recommended By:  1/26/09
 Department Director Date

Approved By:  2/2/09
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund Dept Unit Object

Is Item Included in Current Budget? Yes No Reporting Category

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

* The Water Utilities Department will receive 1% of the franchise fees collected. This agreement also allows for the connection of future customers to WUD and the fees associated with initiating and providing service. The amount of potential revenue is undeterminable at this time.

C. Department Fiscal Review: Melissa M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 Jim Paul 1-28-09
OFMB
HD 1/21
DM 1/27
PM 1-27-09

 Dr. J. Jowers 1/29/09
Contract Development and Control
EJONES 1/29/09

B. Legal sufficiency:

 [Signature] 2/2/09*
Assistant County Attorney

This Contract complies with our contract review requirements.

Exhibits currently not attached. will be inserted upon receipt.

C. Other Department Review:

Department Director

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

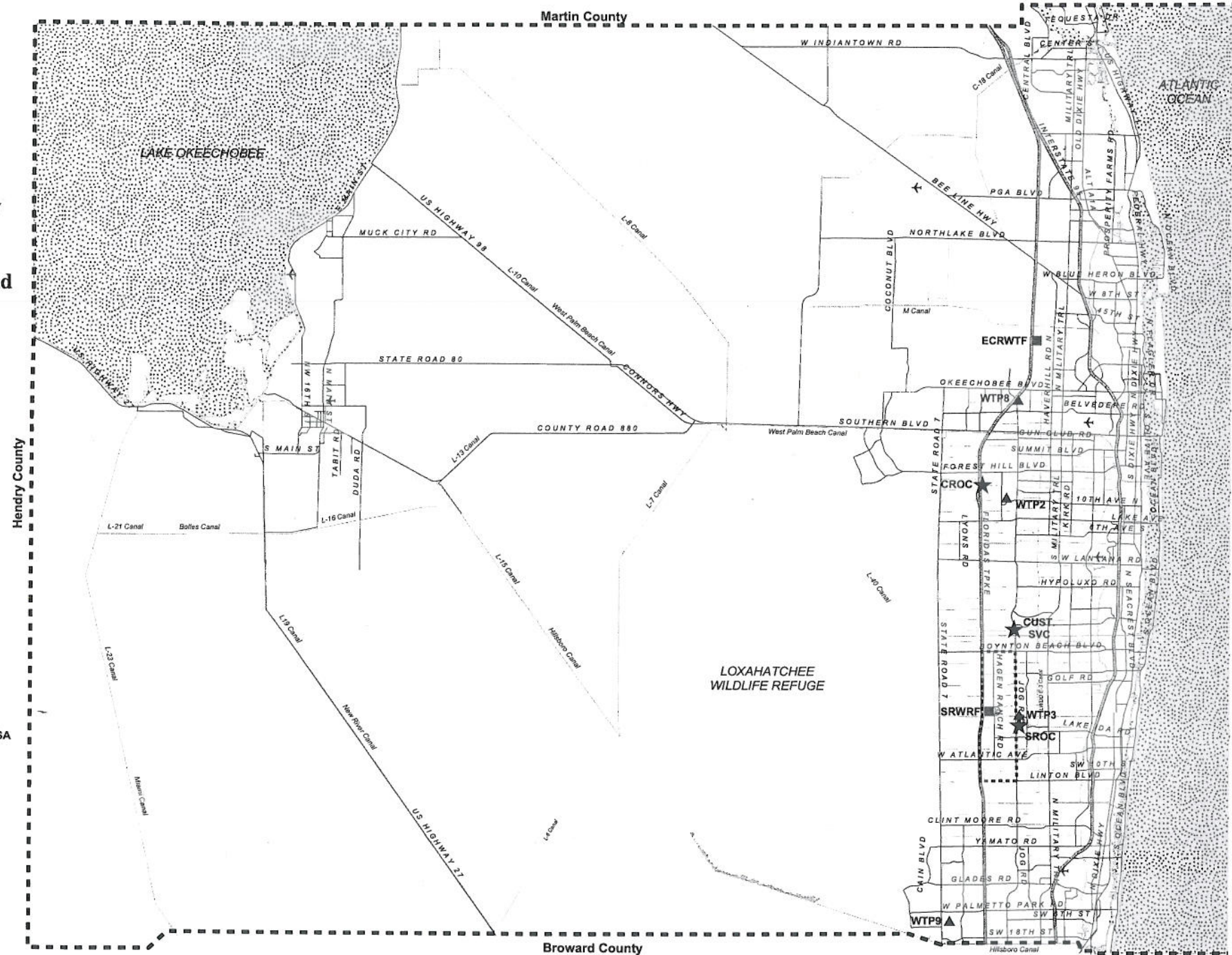


**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 1

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ⊙ Wetlands



**PALM BEACH COUNTY / TOWN OF LOXAHATCHEE GROVES
POTABLE WATER, WASTEWATER, AND RECLAIMED WATER
UTILITIES FRANCHISE AND SERVICE AREA AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "County") and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation created under the laws of the State of Florida (hereafter "Town")(County and Town may also be referred to hereafter individually as a "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, as provided by law and pursuant to Chapters 125 and 153, Florida Statutes, the County is authorized Countywide to provide potable water, reclaimed water and wastewater service, and pursuant to such authority, presently furnishes potable water, reclaimed water and wastewater service (hereafter collectively referred to as "Utility Service") to retail and wholesale customers within Palm Beach County, Florida; and

WHEREAS, as provided by law and pursuant to its Charter, Chapters 166 and 180, Florida Statutes, the Town is authorized to provide Utility Service within the Town's municipal limits depicted graphically on **Exhibit "A"** and as further described on **Exhibit "B"** (hereafter "Loxahatchee Groves Service Area"); and

WHEREAS, the County and the Town both recognize the desirability and the need to provide Utility Service in a manner which avoids the duplication of those pipelines and other facilities (hereafter "Utility Service Infrastructure") utilized to provide Utility Service; and

WHEREAS, the County owns and operates regional potable water and wastewater facilities and systems located outside of the Loxahatchee Groves Service Area, and has sufficient capacity available in both its potable water and wastewater facilities and utility system, to provide to the Town and others wholesale and retail potable water and wastewater service on a long-term, permanent basis; and

WHEREAS, the County may own in the future a regional reclaimed water facility and system with sufficient capacity available to provide to the Town and others wholesale and retail reclaimed water service on a long-term, permanent basis; and

WHEREAS, the County now desires to obtain a utility franchise from the Town for the wholesale and retail Utility Service authority, duty, and obligation to provide retail and/or wholesale potable water, wastewater and reclaimed water

Utility Service within the Loxahatchee Groves Service Area through the County's existing and future potable water, wastewater, and reclaimed water facilities and systems (hereafter "County System") and is willing to pay franchise fees to the Town for the right to assume this authority, duty and obligation as aforementioned; and

WHEREAS, the Town now desires to grant to the County a franchise for the wholesale and retail Utility Service authority, duty, and obligation to provide retail and/or wholesale Utility Service within the Loxahatchee Groves Service Area under the terms and conditions set forth below; and

WHEREAS, the County and the Town both find this Agreement to be necessary, desirable, and in furtherance of the public health, safety, and welfare.

NOW THEREFORE, in consideration of the recitals, covenants, Agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2. TOWN TRANSFER OF RETAIL AND WHOLESALE UTILITY SERVICE AREA RIGHTS TO THE COUNTY. By execution of this Agreement, the Town hereby grants to the County a franchise within the Utility Service area depicted on **Exhibit "A"** and as further described on **Exhibit "B"** ("Loxahatchee Groves Service Area".) In consideration thereof, the County agrees to charge customers within the Loxahatchee Groves Service Area an additional fee of ten percent (10%) added to the following utility fees, charges, and revenues collected by the County from all purchasers of County wholesale and/or retail Utility Service located in the Loxahatchee Groves Service Area (hereafter "Franchise Fee"):

- A. Service initiation fees, including guaranteed revenue fees, connection fees, and service installation fees. For service initiation fees financed by County through a deferred payment plan, the franchise fee shall be applied to the principal amount received from the monthly utility billings;
- B. Monthly service fees, including customer account fees, base facility fees, and commodity fees; and
- C. Other service fees, including, but not limited to, account activation and reactivation fees, backflow certification fees, industrial wastewater discharge permit fees and surcharges, meter re-read and meter calibration fees, past due fees, dishonored check fees, fire line fees,

administrative hearing fees, construction plan review and inspection fees, and fees for unauthorized connection or use, all of which are now in effect and including all new utility fees and charges which may be assessed or adopted by the County during the term of this Agreement.

The Franchise Fee shall not be applied to or paid by County for utility taxes, developer contributed capital improvements, pipeline capital improvement costs recovered by County through special assessment liens or payments related to converting existing properties from private potable water wells and/or septic systems to the County's utility system, interest revenues of any kind, direct damage reimbursements, or court settlements unrelated to the collection of general utility revenues.

The County agrees to pay the Town the Franchise Fees received from all County retail and wholesale accounts and new connections from within the Loxahatchee Groves Service Area on a monthly basis. The County agrees to remit payment to the Town within thirty (30) days from the end of each month. Late payments shall be charged interest in accordance with the Local Government Prompt Payment Act, Section 218.70 *et. seq.*, Florida Statutes. It is expressly understood that the Franchise Fee applies to amounts collected rather than amounts billed, and that the Franchise Fee does not apply to fees that have not been collected by the County. If the imposition of all or any portion of the Franchise Fee to customers within the Loxahatchee Groves Service Area is deemed illegal by any court of competent jurisdiction, the County shall discontinue the imposition of that portion of the Franchise Fee determined to be illegal, and the County's rights and obligations to provide Utility Service within the Loxahatchee Groves Service Area under this Agreement shall continue until this Agreement is terminated.

SECTION 3. TERRITORIAL AGREEMENT. During the term of this Agreement, the Town shall not provide, or offer to provide, Utility Service of any kind inside or outside of the Loxahatchee Groves Service Area on either a temporary or permanent basis. In addition, during the term of this Agreement, the Town shall not operate, lease, rent, purchase or start a retail and/or wholesale potable water, reclaimed water, or wastewater utility of any kind outside of the Loxahatchee Groves Service Area on either a temporary or permanent basis.

SECTION 4. NEW OR EXPANDED SERVICE. The County agrees that it shall not require mandatory hook-up to the County System for existing or future residents and businesses within the Loxahatchee Groves Service Area. However, the following shall not be considered to be County-mandated mandatory hook-ups for purposes of this Section:

- any requirement of an agency, including, but not limited to, the Palm Beach County Health Department or the Florida Department of

Environmental Protection, requiring hook-up to Utility Service for existing residents or businesses; or

- any requirement for mandatory hook-up to Utility Service under the County's Comprehensive Plan necessitated by a change in use or intensity of use by existing residents or businesses.

Furthermore, the County agrees that it will not provide new or upgraded Utility Service to any property within the Loxahatchee Groves Service Area without the express written consent of the Town Council or its designee. The County further agrees that it shall apply its system-wide Uniform Policies and Procedures in a uniform and non-discriminatory manner as applied to all other existing and future utility customers.

It is the intention of the parties that the construction of any additional Utility Service Infrastructure within the Loxahatchee Groves Service Area be conducted at the lowest possible costs for residents. Therefore, the Town shall have the option of undertaking special assessment projects within the Loxahatchee Groves Service Area or requesting that the County perform special assessment projects. Regardless of the party undertaking the assessment project, the Town shall have the authority to determine under what circumstances special assessment projects shall be initiated. If the Town conducts a special assessment and builds Utility Service Infrastructure, the County agrees to provide Utility Service.

Where the Town so chooses to undertake special assessment projects, the Town shall perform all the necessary and legally required actions to assess the parties included in the assessment. The Town shall be responsible for all costs of the Utility Service Infrastructure, including but not limited to design, permitting, and construction costs. The Town shall be responsible for planning, obtaining approval of residents to be assessed, developing assessment rolls, collection of assessments, obtaining of easements, designing, permitting (including Water Utilities Department Plan Approval) and construction of each assessment project (including contract administration and inspections). In addition, upon completion of construction, Town shall be responsible for preparing certifications and obtaining clearances from permitting agencies having jurisdiction. Town will provide the County with copies of all permits, easements, regulatory agency clearance letters, shop drawings, O&M manuals and record drawings in accordance with County standards. The County shall be responsible for reviewing and approving project plans and specifications prior to construction and monitoring the installation and pressure tests of the Utility Service Infrastructure during construction for conformance to the approved plans. Upon completion of construction, acceptance by the County and transfer of ownership, the County will own, operate and maintain the Utility Service Infrastructure. In addition, the County will be responsible for connecting the Utility Service Infrastructure to the County System, installing meters and billing customers for

Utility Service. Following completion of any special assessment project undertaken by the Town, the Town will convey to the County, by bill of sale or other document acceptable to the County, all Utility Service Infrastructure constructed under the assessment, along with the accompanying utility easements for the infrastructure. Any residents included in the assessment wishing to receive to Utility Service will then be required to pay all applicable service initiation fees to the County.

With respect to the County's need to install Utility Service Infrastructure in rights-of-ways, roads, easements, or other interests in property that the Town may acquire in the future, the Town irrevocably agrees to grant, assign, or otherwise transfer to the County, in the future, easements for Utility Service in such property interests and shall execute without further cost to the County such easements or other documents the County may require in the future for the purpose of installing Utility Service Infrastructure.

The County shall comply with the permitting requirements set forth below prior to the construction or installation of any new Utility Service Infrastructure within the easement area. The Town acknowledges that all Utility Service Infrastructure of the County currently located within any streets, rights of way, easements, or other property owned by the Town or in which the Town holds a property interest or in which the Town requires a permit be issued are hereby deemed permitted by the Town. This Agreement shall act as Town's permanent, irrevocable permit for all such Utility Service Infrastructure existing as of the Effective Date of this Agreement. Any future construction or installation of Utility Service Infrastructure within any streets, rights-of-way, easements, or other property owned by the Town or in which Town holds a property interest shall be subject to the County applying for and securing a permit from the Town in accordance with the reasonable permitting requirements of Town. In the event that the Town does not have reasonable, standard permitting requirements in place at the time of application for a permit by the County, then the parties agree that the default permitting requirements shall be those requirements imposed by the County Engineering and Public Works Department for utility construction within County rights-of-ways. The Town shall not unreasonably withhold permits for or delay the permitting of County projects in the future. The parties agree that a failure of the Town to deny a permit, grant a permit, or grant a permit with conditions within sixty (60) days of receipt of said application for permit shall be considered unreasonable, and the permit deemed granted.

SECTION 5. ANNEXATION LAWS. Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed or interpreted to contract away the Town's rights and authority under the Municipal Annexation or Contraction Act, Chapter 171, Florida Statutes, as amended from time to time nor shall anything herein be construed to contract away the County's right to challenge any annexation in accordance with law. Notwithstanding the boundaries of the Loxahatchee Groves Service Area depicted in Exhibit "A", it is

expressly agreed that the Franchise Fee shall be applicable to all properties that may be annexed into the TOWN in the future, and the Franchise Fee shall not be applicable to any properties that may be de-annexed in the future.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 7. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

SECTION 8. INDEMNIFICATION. County and Town acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and Town agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the Parties may have under such statute, nor as consent to be sued by third parties.

SECTION 9. DEFAULT. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party one hundred eighty (180) days from the date of receipt of such written notice to cure the defaults. The parties shall additionally comply with any state law related to resolving disputes between local governments. Both parties shall have all remedies available under the laws of the State of Florida to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

SECTION 10. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be served (as elected by the party giving such notice) by one of the following methods: (1) express, overnight, receipted mail (such as Federal Express), (2) hand delivered to the official hereinafter designated, or (3) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addresses are:

COUNTY: Palm Beach County Water Utilities Department
Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

TOWN: Town Clerk
Town of Loxahatchee Groves
14579 Southern Blvd., Suite 2
Loxahatchee Groves, FL 33470

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
Office of the Town Attorney
3099 E. Commercial Boulevard, Suite 200
Ft. Lauderdale, FL 33308

SECTION 11. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 12. RECORDATION/FILING. The parties hereto agree that an executed copy of this Agreement and exhibits attached hereto shall be recorded in the Public Records of Palm Beach County at the expense of the County. In addition, a copy of this Agreement shall be filed with the Palm Beach County Clerk and Comptroller as required under Section 163.01, Florida Statutes.

SECTION 13. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

SECTION 15. EFFECTIVE DATE AND TERM. This Agreement shall be effective when executed by both parties hereto ("Effective Date.") The Effective

Date of this Agreement shall be the date that the Agreement is executed by the Palm Beach County Board of County Commissioners and filed with the Palm Beach County Clerk and Comptroller as set forth in Section 12 above. This Agreement shall continue in full force and effect for a period of five (5) years from the Effective Date, and thereafter shall automatically be extended for succeeding periods of five (5) years each, unless the Town provides advance written notice of its intent to terminate this Agreement at least eighteen (18) months prior to the initial expiration date or any subsequent expiration date. Billing of Franchise Fees will begin on the first of the month immediately following approval by the Board of County Commissioners. Any Utility Service Infrastructure located within the Loxahatchee Groves Service Area at the time of the termination of this Agreement shall remain the property of the County.

SECTION 16. FORCE MAJEURE. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

SECTION 17. WAIVER. The failure of either party to insist on the strict performance of any of the Agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

SECTION 18. AMENDMENTS AND MODIFICATIONS. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

SECTION 19. NO TRANSFER OF POWERS. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement related to the provision of Utility Services within the Loxahatchee Groves Service Area, as authorized in Florida Statutes, Chapter 163. The governing bodies for County and Town shall each maintain all legislative authority with regard to their respective political subdivision, subject to the contractual rights and obligations set forth herein. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within

the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

SECTION 20. RECORDS. County and Town shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or five (5) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

SECTION 21. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and Agreements between the parties relating to the subject matter of this Agreement and shall not be revised or altered in any way, whatsoever, except by written Agreement signed by both parties.

SECTION 22. EQUAL OPPORTUNITY PROVISION. County and Town agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

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IN WITNESS WHEREOF, the Parties have hereunder executed this Agreement.

ATTEST:

Matthew Lippman
Matthew Lippman, Town Clerk

TOWN OF LOXAHATCHEE GROVES,
FLORIDA BY ITS TOWN COUNCIL

BY: David Browning
David Browning, Mayor

Approved as to form and legality:

DATA
Office of the Town Attorney

Date: 1/13/09

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____,
Deputy Clerk

BY: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY :

By: [Signature]
County Attorney

Date: _____

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

(3)(a) CORPORATE BOUNDARIES.—The corporate boundaries of the Town of Loxahatchee Groves shall be as described as follows:

That portion of Loxahatchee Sub-Drainage District, Township 43 South, Range 41 East and Range 40 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Section Eighteen (18) in Township Forty-three (43) South, Range Forty-one (41) East, Palm Beach County, Florida, and run thence along the North line of Section Eighteen (18) and Seventeen (17) of said Township to the Northeast corner of Section Seventeen (17) in said Township and Range; thence run South along the Eastern boundary of Section Seventeen (17) to the Southeast corner of said Section; Thence run East along the Northern boundary of Section Twenty-one (21) and of Section Twenty-two (22) to the Northeast corner of the Northwest quarter of the said Section Twenty-two (22); Thence run South along the East line of the Northwest quarter of said Section Twenty-two (22) to the Southeast corner of said Northwest quarter of said Section; Thence run West along the South line of the Southeast quarter of Northwest quarter of said Section Twenty-two (22) to the Southwest corner of said Southeast quarter of Northwest quarter of said Section; Thence run South along the East line of the West half of the Southwest quarter of Section Twenty-two (22) and of the West half of West half of Section Twenty-seven (27) and of the West half of West half of Section Thirtyfour (34) to the North Right of Way line of State Road 80, in Section Thirty-four (34); Thence West along the Northern edge of the North Right of Way line of State Road 80, across the West half of West half of Section Thirty-four (34) and across Section Thirty-three (33), Thirty-two (32), and Thirty-one (31) in said Township to the point where the range line dividing ranges Forty (40) and Forty-one (41) East intersects said North Right of Way line of State Road 80; Thence North along the West line of Sections Thirty-one (31), Thirty (30), Nineteen (19) and Eighteen (18) to the Point of Beginning, embracing approximately Six Thousand Nine Hundred Thirty five and $\frac{56}{100}$ (6,935.56) acres.

Said lands lying within the above described boundary lines are described more particularly as follow, to wit:

All of Section Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-one (21) and the Northwest quarter and West half of Southwest quarter of Section Twenty-two (22); and West half of West half of Section Twenty-seven (27); and all Section Twenty-eight (28), Twentynine (29) and Thirty (30) and all of Section Thirty-one (31) North of North Right of Way line of State Road 80; and all of Section Thirty-three (32) North of North Right of Way line of State Road 80; and all of Section Thirty-three (33) North of North Right of Way line of State Road 80; and all of the West half of West half of Section Thirty-four (34) North of North Right of Way line of State Road 80; all in Township Forty-three (43) South Range Forty-one (41) East, all of said lands being situate in Palm Beach County, State of Florida, according to the United States official surveys of said lands. TOGETHER WITH The South $\frac{1}{2}$ of Sections 7 and 8, T43S, R41E. The South $\frac{1}{2}$ of the East $\frac{1}{4}$ of Section 12, The East $\frac{1}{4}$ of Sections 13, 24, 25, T43S, R40E, and that part of the East $\frac{1}{4}$ of Section 36, T43S, R40E, lying North of the North Right of Way of S.R. 80, all in Palm Beach County, Florida, containing 1320 acres, more or less. LESS AND EXCEPT The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425, formerly known as The Palms West Hospital property A parcel bounded by Southern Boulevard (S.R. 80) on the South, the Southern boundary of the drainage/road Right of Way known as collecting canal on the North, Folsom/Crestwood of the East, and the Western boundary of The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425 on the west, said parcel being more particularly described as follows: A parcel of land located in the County of Palm Beach, State of Florida, to wit: The point of beginning being the intersection of the Easterly line of Lot 4, Block K, Loxahatchee District, according to the plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 7, Page 81, of the Public Records of Palm Beach County, Florida, and the Southerly boundary of the "Collecting Canal" as shown on the Replat of Loxahatchee Groves Subdivision according to the Plat thereof, recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida; Thence Easterly along said Southerly boundary of the "Collecting Canal" to the Easterly boundary of said Replat of Loxahatchee Groves; Thence South along said Easterly boundary line of the Replat of Loxahatchee Groves to the North Right of Way line of State Road 80; Thence Westerly along said Northerly Right of Way line of State Road 80 to the Easterly line of Lot 4, Block K, Loxahatchee District; Thence Northerly along said Easterly line of Lot 4 to the Point of Beginning, and A portion of Lot 4, Block "K," Loxahatchee District subdivision, according to the map or plat thereof as recorded in Plat Book 7, page 81, public records, Palm Beach County, Florida, being more particularly described as follows: Commencing at the northeast corner of said lot 4; thence, south $02^{\circ}16'42''$ west, along the east line of said lot 4, a distance of 834.00 feet for a point of beginning. Thence, continue south $02^{\circ}16'42''$ west along said east line, a distance of 1221.92 feet, more or less, to the intersection thereof with the north right-of-way line of State Road No. 80 as recorded in official records book 12372, page 468, said public records; thence, north $88^{\circ}08'61''$ west, departing said east line and along said north right-of-way line, a distance of 260.20 feet; thence, north $02^{\circ}16'46''$ east, departing said right-of-way line, a distance of 80.00 feet; thence, north $88^{\circ}08'51''$ west, a distance of 248.59 feet; thence, north $02^{\circ}16'46''$ east, a distance of 321.11; thence, north $88^{\circ}08'51''$ west, a distance of 275.01 feet, more or less, to the intersection thereof with the west line of said lot 4; thence, north $02^{\circ}16'46''$ east, along said west line, a distance of 806.33 feet; thence, south $89^{\circ}12'21''$ east, departing said west line and along the south line of the north 834.00 feet of said lot 4, as measured along the east and west lines of said lot 4, a distance of 784.02 feet to the point of beginning.

