

LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN
OF LAKE CLARKE SHORES RELATED TO POTABLE WATER, WASTEWATER,
AND RECLAIMED WATER SERVICE AREAS**

THIS AGREEMENT made and entered into this _____ day of _____, 200_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **TOWN OF LAKE CLARKE SHORES, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "Town").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, County and Town have adjoining Potable Water, Wastewater and Reclaimed Water Service Areas; and

WHEREAS, it is mutually beneficial for County and Town to plan and coordinate the provision of Potable Water, Wastewater and Reclaimed Water Service within their respective Service Areas; and

WHEREAS, County and Town desire to define their respective Potable Water, Wastewater and Reclaimed Water Service Areas; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of these premises and the mutual undertakings and agreements herein contained and assumed, County and Town hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval of both parties. The Effective Date of this Agreement shall be the date the Agreement is filed in accordance with Section 15 herein. This Agreement shall begin on the Effective Date and continue for a term of fifty (50) years. This Agreement shall automatically renew for an additional term of fifty (50) years unless terminated in writing by either party by written notice to the other party a minimum of five (5) years prior to the expiration of the term.
3. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

"Potable Water" means water for human consumption which meets all applicable Federal,

state, and County standards;

“Reclaimed Water” means water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a Wastewater treatment facility.

“Service” means the sale or provision of Potable Water, Reclaimed Water, or Wastewater service to a customer, including retail, bulk and/or wholesale service, by the County or the Town.

“Service Area” means that geographic area in which the Town or the County is permitted to provide Potable Water, Wastewater, or Reclaimed Water Service.

“Wastewater” means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from dwelling units, commercial establishments and manufacturing units, whether treated or untreated.

4. Town’s Northern and Southern Potable Water, Wastewater, and Reclaimed Water Service Areas. Attached hereto and incorporated herein as **Exhibit “A”** is a legal description and map delineating the boundaries of the Town’s Northern Potable Water, Wastewater, and Reclaimed Water Service Area, and attached hereto and incorporated herein as **Exhibit “B”** is a legal description and map delineating the boundaries of the Town’s Southern Potable Water, Wastewater and Reclaimed Water Service Area. In the event there is a conflict or disparity between the legal descriptions and maps set forth in **Exhibit “A”** or **Exhibit “B”**, the legal description shall control.

5. Provision of Service within Town’s Northern and Southern Service Areas. County shall not provide Potable Water, Wastewater or Reclaimed Water Service within the Town’s Northern Service Area or the Town’s Southern Service Area without the express written consent of the Town. With the exception of the provision of Wastewater and Reclaimed Water Service by the Town within the Maralago Cay Service Area (as set forth in Sections 6 and 7 herein), Town shall not provide Potable Water, Wastewater, or Reclaimed Water Service outside of the Town’s Northern Service Area or the Town’s Southern Service Area without the express written consent of County.

6. Maralago Cay Potable Water, Wastewater and Reclaimed Water Service Area. Attached hereto and incorporated herein as **Exhibit “C”** is a legal description and map delineating the boundaries of the Maralago Cay Service Area. In the event there is a conflict or disparity between the legal descriptions and maps set forth in **Exhibit “C”**, the legal description shall control.

7. Provision of Service within Maralago Cay Service Area. Potable Water Service within the Maralago Cay Service Area is currently provided by a private third party. Should said third party discontinue the provision of Potable Water Service within the Maralago Cay Service Area, the parties agree that the County shall become the provider of Potable Water Service to the Maralago Cay Service Area. Town shall not provide Potable Water Service within the Maralago Cay Service Area without the express written consent of County. Wastewater and Reclaimed

Water Service within the Maralago Cay Service Area will be provided by Town. County shall not provide Wastewater or Reclaimed Water Service within the Maralago Cay Service Area without the express written consent of Town.

8. Rights as to Third Parties/Provision of Service between Parties. This Agreement does not confer Service Area rights to the County or the Town over any third parties not a party to this Agreement, but only defines the Service Area boundaries between the County and the Town. Further, nothing in this Agreement shall preclude either party from selling bulk or wholesale Potable Water, Wastewater, or Reclaimed Water Service to the other party for use within the other party's Service Area.

9. 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 to delineate Potable Water, Wastewater, and Reclaimed Water Service Areas as authorized in Florida Statutes, Chapter 163. The governing bodies for the County and the Town shall each maintain all legislative authority with regard to their respective political subdivision. 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.

10. Remedies. This Agreement shall be governed by 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. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation.

11. Successors and Assigns. County and Town each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the Town shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

12. 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.

13. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be

deemed valid and enforceable to the extent permitted by law.

14. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Town, shall be mailed or delivered to Town at:

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

15. Filing. This is an interlocal agreement entered into between the parties pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement, and any amendments hereto, shall be filed with the Clerk and Comptroller of the Circuit Court for Palm Beach County.

16. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

17. Entirety of Agreement. County and Town agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superceded or otherwise altered, except by written instrument executed by the parties.

18. Originals. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile transmission will be deemed to be an original signature.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Town have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: Benjamin
Director of Water Utilities

ATTEST:

**TOWN OF LAKE CLARKE
SHORES, FLORIDA**

By: J. H. Pifer
Clerk

By: Steve Mayo

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: Ch. P. Howard
Town Attorney

EXHIBIT "A"
TOWN'S NORTHERN POTABLE WATER, WASTEWATER, AND RECLAIMED
WATER SERVICE AREA

DESCRIPTION

THAT PART OF SECTIONS 8, 9, 16, AND 17, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13, LAKE CLARKE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 180 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH LINE OF PALMETTO ROAD AND THE WEST LINE OF THE WEST PALM BEACH CANAL;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST PALM BEACH CANAL IN SECTIONS 8, 9, AND 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, TO THE WEST LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL E - 4 AT THE NORTHEAST CORNER OF LOT 106, PLAT NO. 2 LAKE CLARKE ISLES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL E - 4 IN SECTIONS 16 AND 17, TOWNSHIP 44 SOUTH, RANGE 43 EAST, TO THE NORTH LINE OF LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 10;

THENCE WESTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF FLORIDA MANGO ROAD;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SOUTH LINE OF WELLESLEY AT LAKE CLARKE SHORES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 57, PAGES 103 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF LOT 4, BLOCK 3, PLAT 2 OF LAKE CLARKE WATERWAY ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, AND LOT 3, BLOCK 3, SAID PLAT 2 OF LAKE CLARKE WATERWAY ESTATES TO THE NORTHWEST CORNER OF SAID LOT 3;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3;

THENCE EASTERLY TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 12442, PAGE 1583, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL, TO THE NORTHEAST CORNER OF SAID PARCEL AND THE WEST LINE LAKE CLARKE;

THENCE NORTHERLY ALONG SAID WEST LINE IN SECTIONS 17 AND 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, TO THE NORTH LINE OF LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 8;

THENCE WESTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF FLORIDA MANGO ROAD;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF LOT 19, LAKE CLARKE HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTH LINE AND THE NORTH LINE OF LOTS 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, AND 6, SAID LAKE CLARKE HEIGHTS, TO THE WEST LINE OF CLARKE ROAD;

THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 4, SAID PLAT OF LAKE CLARKE HEIGHTS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT 4, AND THE EAST LINE OF LOTS 3, 2, AND 1, SAID PLAT OF LAKE CLARKE HEIGHTS TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3 PAGE 764, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL, AND THE EAST LINE OF THOSE CERTAIN PARCELS OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4264, PAGE 837, OFFICIAL RECORDS BOOK 3614, PAGE 1593, AND OFFICIAL RECORDS BOOK 5662, PAGE 608, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TO THE SOUTHEAST CORNER OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 5662, PAGE 608;

THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL AND ITS WESTERLY EXTENSION THEREOF, TO THE WEST LINE OF CLARKE ROAD;

THENCE NORTH ALONG THE WEST LINE OF CLARKE ROAD, TO THE SOUTH LINE OF BARBADOS ROAD;

THENCE WEST ALONG THE SOUTH LINE OF BARBADOS ROAD TO THE NORTHWEST CORNER OF LOT 8, BLOCK 7, AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTH ALONG THE NORTHERLY EXTENSION OF SAID LOT 8, BLOCK 7, AND THE WEST LINE OF LOT 24, BLOCK 6, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, TO THE NORTH LINE OF THE SOUTH 165 FEET OF SAID LOT 24;

THENCE WESTERLY ALONG SAID NORTH LINE AND THE NORTH LINE OF LOT 1, BLOCK 6, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, TO THE EAST LINE OF FLORIDA MANGO ROAD;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SOUTH LINE OF LOT 6, BLOCK 6, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF THE EAST 100 FEET OF SAID LOT 6, BLOCK 6;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF BLOCK 6, SAID AMENDED PLAT OF SHEET 2 OF 2 ADDITION NO. 1, FLA-MANGO GROVELETS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF LOT 7, BLOCK 6, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS;

THENCE NORTHERLY, TO THE SOUTHWEST CORNER OF LOT 23, BLOCK 5, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 23, BLOCK 5, TO THE SOUTH LINE OF THE NORTH 205 FEET OF SAID LOT 23, BLOCK 5;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 126 FEET OF SAID LOT 23, BLOCK 5;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SOUTH LINE OF LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE NORTH LINE OF FOREST HILL BOULEVARD;

THENCE NORTHEASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, BLOCK 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF BLOCK 5, SAID AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS;

THENCE WESTERLY ALONG SAID NORTH LINE, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 20 FEET OF LOT 19, BLOCK 4, AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 335 FEET OF SAID LOT 19, BLOCK 4;

THENCE WESTERLY ALONG SAID NORTH LINE, AND THE NORTH LINE OF THE SOUTH 335 FEET OF LOT 20, BLOCK 4, AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TO THE WEST LINE OF SAID LOT 20, BLOCK 4;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID LOT 20, BLOCK 4;

THENCE EASTERLY ALONG SAID NORTH LINE AND THE NORTH LINE OF LOT 19, AND 18, BLOCK 4, AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 88 OF THE PUBLIC RECORDS OF

PALM BEACH COUNTY, FLORIDA, TO THE WEST LINE OF LOT 68, LAKE CLARKE NORTH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE AND THE WEST LINE OF LOTS 67, 66, 65, AND 64, SAID LAKE CLARKE NORTH, TO THE SOUTH LINE OF THE NORTH 140 FEET OF LOT 11, BLOCK 4, AMENDED PLAT OF SHEET 2 OF 2, ADDITION NO. 1, FLA-MANGO GROVELETS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 90 FEET OF SAID LOT 11;

THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID LOT 11;

THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 11;

THENCE NORTHERLY, TO THE SOUTHWEST CORNER OF LOT 1, LAKE CLARKE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 180 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, SAID LAKE CLARKE MANOR, TO THE SOUTH LINE OF PALMETTO ROAD;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE NORTHEAST CORNER OF LOT 13, SAID LAKE CLARKE MANOR AND THE POINT OF BEGINNING.

LYING IN PALM BEACH COUNTY, FLORIDA.

PREPARED BY:

CLINTON HESS KNOBLOCH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5053

BOYLE ENGINEERING CORPORATION
3550 SW CORPORATE PARKWAY
PALM CITY, FLORIDA 34990
FLORIDA LICENSED BUSINESS NUMBER 7622
PROJECT NO. 29479.07



Legend

- North Service Area Boundary
- Town of Lake Clarke Shores

Town of Lake Clarke Shores
North Utility Service Area
 Exhibit A

0 550 1,100 Feet

November 2008



EXHIBIT "B"
TOWN'S SOUTHERN POTABLE WATER, WASTEWATER, AND RECLAIMED
WATER SERVICE AREA

DESCRIPTION

THAT PART OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST; SECTION 6, TOWNSHIP 45 SOUTH, RANGE 43 EAST; AND THE HIATUS BETWEEN TOWNSHIP 44 SOUTH AND TOWNSHIP 45 SOUTH, RANGES 42 AND 43 EAST; PALM BEACH COUNTY, FLORIDA; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO THE NORTH RIGHT OF WAY LINE OF HYPOLUXO ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTHERLY ALONG THE WEST LINE OF THE EAST THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST RIGHT OF WAY LINE OF LAWRENCE ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH RIGHT OF WAY LINE OF LANTANA ROAD;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, TO THE WEST LINE OF THE PARCEL DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5945, PAGE 1796 (AMOCO OIL COMPANY, GRANTEE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF THE PARCEL DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5945, PAGE 1796 (AMOCO OIL COMPANY, GRANTEE) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE WEST RIGHT OF WAY LINE OF CONGRESS AVENUE;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTH RIGHT OF WAY LINE OF HYPOLUXO ROAD;

THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, TO THE WEST LINE OF THE EAST THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1 AND THE POINT OF BEGINNING.

TOGETHER WITH:

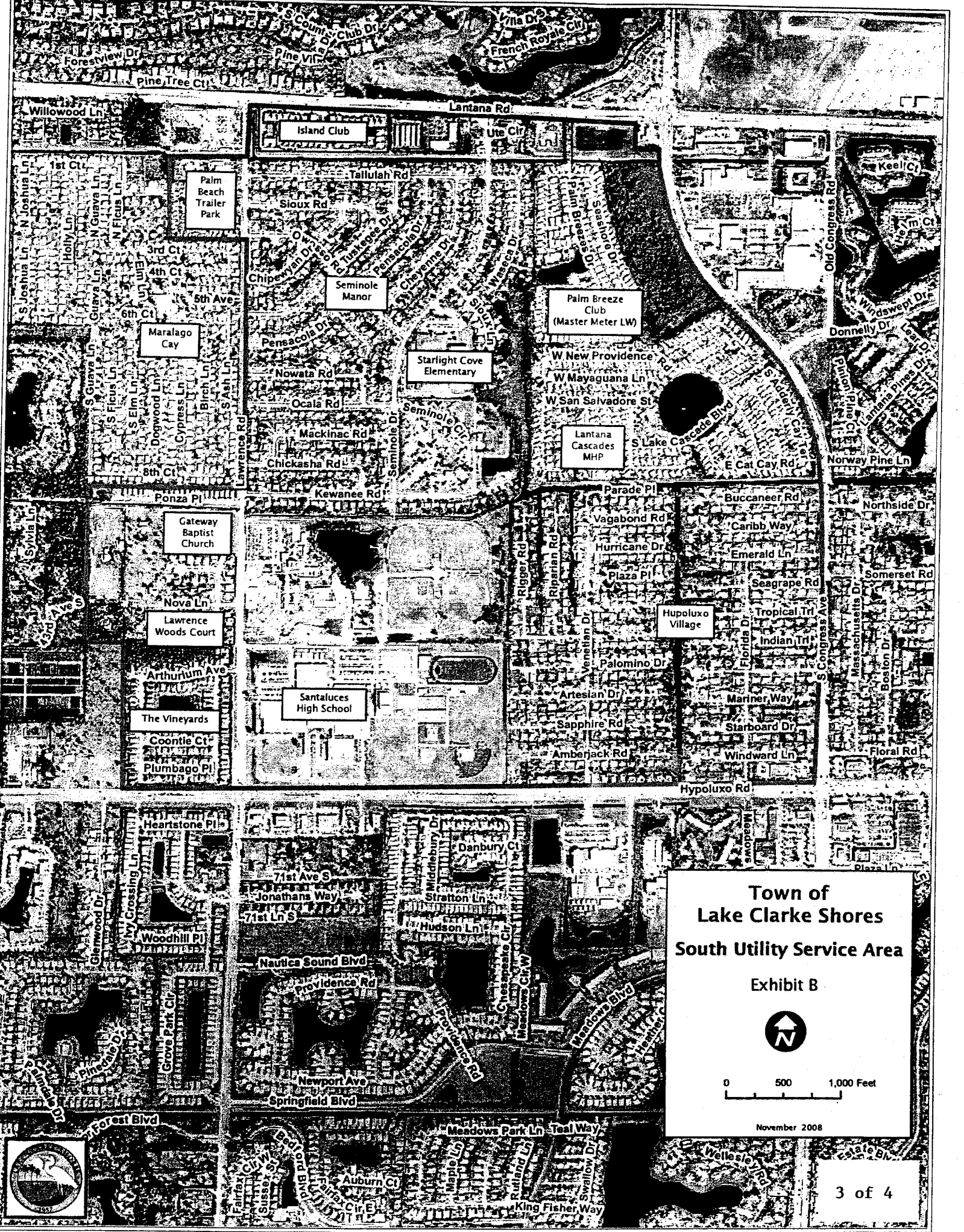
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (ALSO KNOWN AS GOVERNMENT LOT 4) AND THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

LYING IN PALM BEACH COUNTY, FLORIDA.


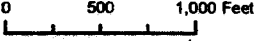
PREPARED BY:

CLINTON HESS KNOBLOCH
PROFESSIONAL SURVEYOR AND MAPPER
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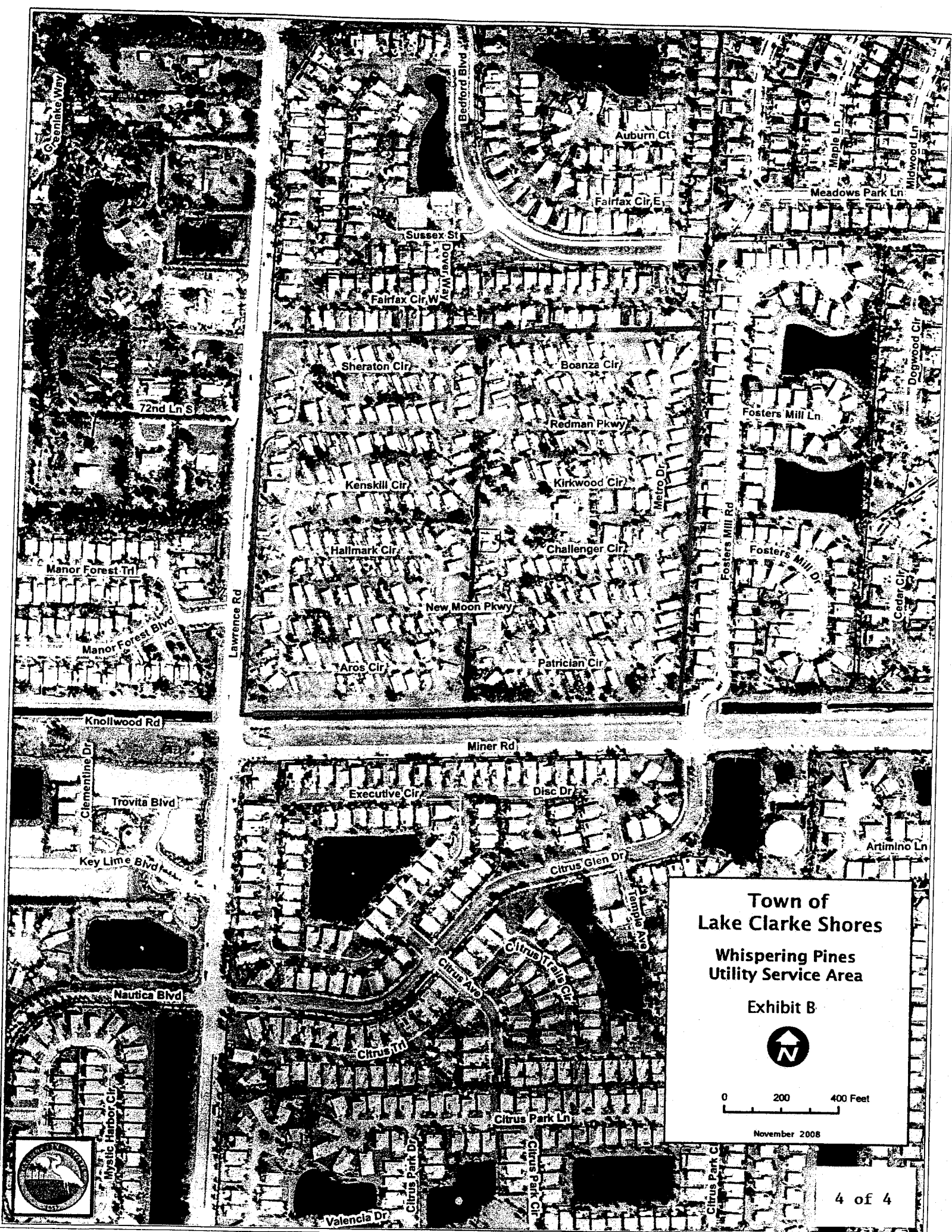


**Town of
Lake Clarke Shores**
South Utility Service Area
Exhibit B


 0 500 1,000 Feet


November 2008





Town of
Lake Clarke Shores
Whispering Pines
Utility Service Area

Exhibit B



0 200 400 Feet

November 2008

EXHIBIT "C"
MARALAGO CAY SERVICE AREA

DESCRIPTION

THAT PART OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE WEST RIGHT OF WAY LINE OF LAWRENCE ROAD;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1;

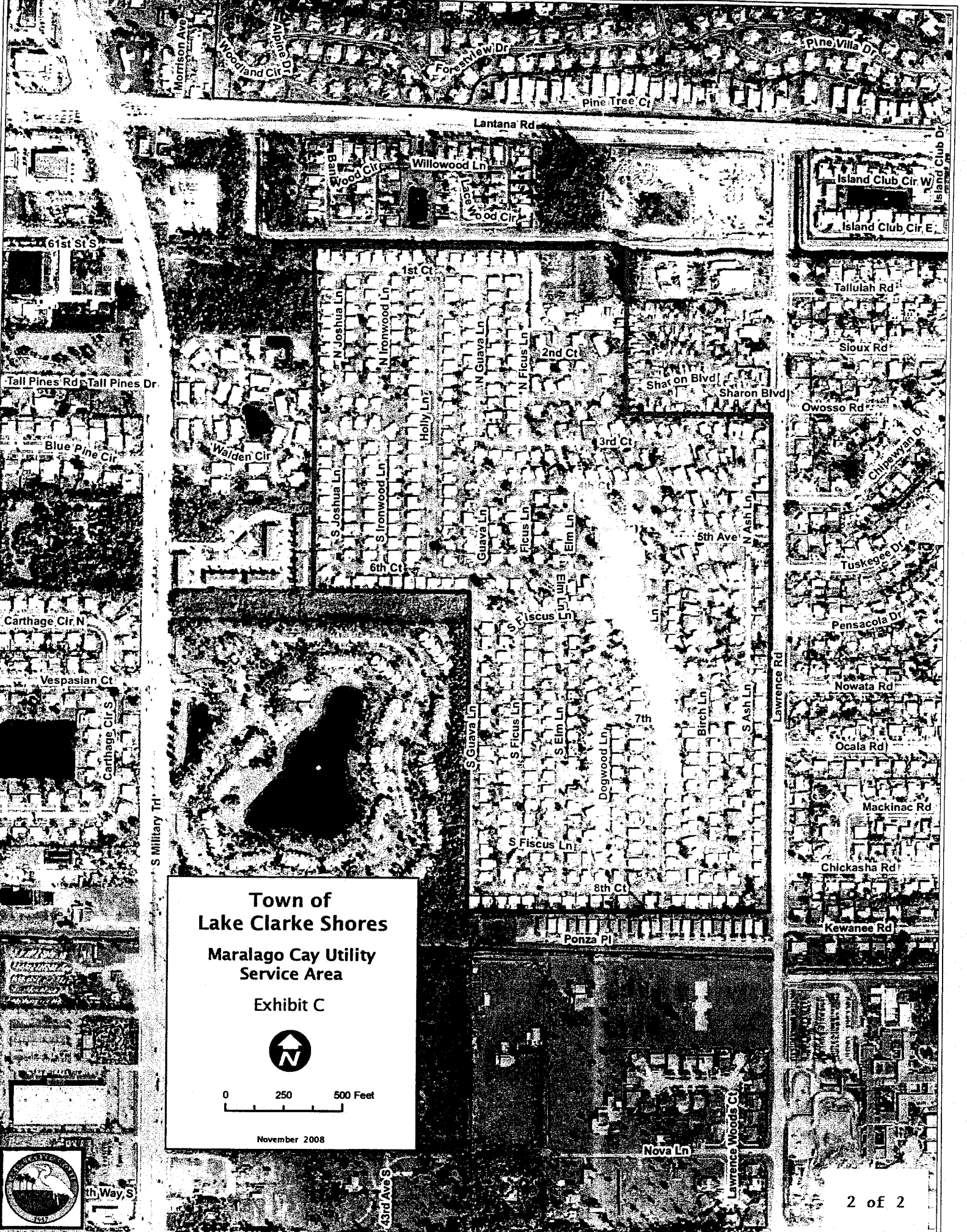
THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND THE POINT OF BEGINNING.

LYING IN PALM BEACH COUNTY, FLORIDA.

PREPARED BY:

CLINTON HESS KNOBLOCH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5053

BOYLE ENGINEERING CORPORATION
3550 SW CORPORATE PARKWAY
PALM CITY, FLORIDA 34990
FLORIDA LICENSED BUSINESS NUMBER 7622
PROJECT NO. 29479.07



**Town of
Lake Clarke Shores**

**Maralago Cay Utility
Service Area**

Exhibit C



0 250 500 Feet

November 2008

