

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	September 30, 2025	☐	Consent	☒	Regular
		☐	Workshop	☐	Public Hearing
Department:	Planning, Zoning & Building				
Submitted By:	Planning, Zoning & Building				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Objection Letter for the City of Boynton Beach Palmyra and Bamboo Lane Annexations for the Mayor's signature, provide update on previous Board direction and seek any additional direction.

Summary: At its September 25, 2025, meeting, the Palm Beach County Board of County Commissioners (BCC) directed staff to object to the City of Boynton Beach's (the "City") proposed annexations of Palmyra and Bamboo Lane and prepare a letter for Board review and consideration at the September 30, 2025 BCC Workshop. Staff will be presenting the Objection Letter and Legal Opinion to the Board of County Commissioners (BCC) on the Palmyra and Bamboo Lane Voluntary Annexations. **Districts 2 and 4 (DL)**

Background and Policy Issue: Florida Statutes 171.044, Voluntary Annexation allows the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact to petition the County to annex into the City of Boynton Beach. The purpose of the Voluntary Annexation statute is to give landowners who want to be annexed a way of doing so.

Palm Beach County has received a filing for voluntary annexation from the City of Boynton Beach (August 4, 2025). The City seeks to voluntarily annex approximately 39.37 acres of land at the southwest corner of Hypoluxo Road and Lawrence Road (Palmyra) and approximately 4.6 acres of land approximately 570 feet south of the intersection of Federal Highway and Old Dixie Highway on the east side of Federal Highway (Bamboo Lane). The City has scheduled its adoption hearing on October 7, 2025. The filing includes two petitions which include sworn statements from the City Manager, acting as the Attorney in Fact, for the landowners through the water service agreements.

As none of the powers of attorney at issue contain language indicating that they run with the land or bind subsequent purchasers or agents, they cannot be used by the City as the basis for filing a voluntary petition on behalf of landowners, most of whom never signed the power of attorney. As such, the County objects to the proposed annexations, and if approved, this letter will be included in the record for the hearings on the final adoption of the annexation ordinances and in the notices to all landowners within the Palmyra and Bamboo Lane annexation petitions. Should the City adopt the annexation ordinances, the County reserves the right to pursue the remedies available to it under Chapter 171, Florida Statutes.

Attachments:

1. Objection Letter and Supportive Documents
2. September 25, 2025 BCC Presentation and Agenda Item

Recommended By: [Signature] 9/29/2025
Department Director Date

Approved by: [Signature]
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income(County)	0	0	0	0	0
In-Kind Match(County	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
#ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE	0	0	0	0	0

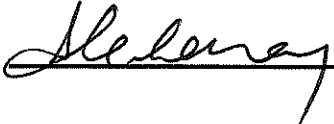
Is Item Included in Current Budget? Yes___ No_ X_
Is this item using Federal Funds? Yes___ No_ X_
Is this item using State Funds? Yes___ No_ X_

Budget Account No:
Fund Dept Unit

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

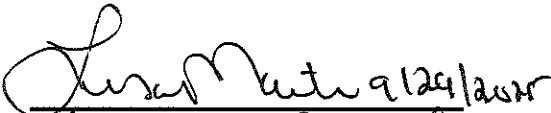
There is no fiscal impact to this agenda item.

C. Departmental Fiscal Review:

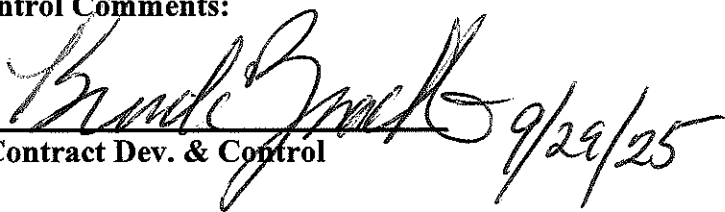
_____

III. REVIEW COMMENTS:

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



OFMB 9/29/25



Contract Dev. & Control 9/29/25

B. Legal Sufficiency



Assistant County Attorney

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Attachment 1

Objection Letter and Supportive Documents



**Planning, Zoning
& Building Department**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbc.gov/pzb



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"

Official Electronic Letterhead

September 30, 2025

Mr. Daniel Dugger
City Manager
City of Boynton Beach
100 E Ocean Ave
Boynton Beach, FL33435

**RE: City of Boynton Beach Bamboo and Palmyra Petitions for
Voluntary Annexation**

Dear Mr. Dugger:

At its September 25, 2025, meeting, the Palm Beach County Board of County Commissioners directed staff to object to the City of Boynton Beach's (the "City") proposed annexations of Bamboo Lane and Palmyra. As such, please accept this letter as Palm Beach County's objection to the proposed annexations and please include this letter in the record of the hearing on the adoption of the proposed annexation ordinances.

The City is processing these annexations as voluntary under section 171.044, Fla. Stat. Section 171.044(2) requires any petition for voluntary annexation to have "the signatures of all owners of property in the area proposed to be annexed." The petitions that the City forwarded to the County do not have these signatures. Instead, the petitions are each signed by the City's Manager as Attorney in Fact for the current owners of the properties in the annexation area. For the reasons set forth below, such a petition does not comply with the Section 171.044(2) requirement that the petition bear the signatures of all property owners in the annexation area.

Bamboo Lane

For the Bamboo annexation, the area includes fifteen (15) properties. The petitions, as set forth above, are signed by the City Manager as Attorney in Fact for the landowners and includes references to the Official Records Book and Page numbers of documents titled "Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney." This recorded summary references an "Irrevocable Special Power of Attorney" signed by the landowner at that time. However, the power of attorney itself was not recorded in the Official Records. Rather, the City provided copies of those unrecorded powers of attorney along with the corresponding "Agreement for Water and Wastewater Service Outside the City Limits and Covenant for Annexation" with its petitions. The County has determined that of the fifteen properties in the annexation area, five (5) of the current landowners have not signed the "Irrevocable Special Power of Attorney," which was signed by the prior owners of the properties.

As for the documents themselves, the County does not believe that they are sufficient to allow the power of attorney to run with the land, even if such a provision is legal. First, the only document recorded in the Official Records was the "Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney."



This recorded summary references an “Irrevocable Special Power of Attorney,” but it does not state that the power of attorney runs with the land and does not have the power of attorney attached. Rather, it states “THAT this document is recorded in the Public Records of Palm Beach County, Florida and shall run with the above-described real property, be binding on the Owner and all subsequent transferees, grantees, heirs, successors and assigns.” Since this was the only document recorded in the Official Records, this is the only document a subsequent purchaser would see in a title insurance policy or title report. Since this document does not have the power of attorney attached, and does not state that the power of attorney shall run with the land and be binding on subsequent purchasers, it is not sufficient to put subsequent purchasers on notice that a power of attorney binds them and cannot justify using such power of attorney to allow the City to sign a voluntary petition for annexation on behalf of a subsequent landowner.

Second, the “Irrevocable Special Power of Attorney” itself does not have any language stating that it runs with the land or is binding on the heirs or grantees of the landowner. It simply states that the individual signing it has given the City of Boynton Beach the power to initiate, maintain, and complete a voluntary petition for annexation” on the signer’s behalf. The corresponding Agreement for Water does have language stating that the owner is to notify all subsequent purchasers of the power of attorney, and that the unrecorded agreement and power of attorney are to run with the land. However, this is not enough to actually bind the subsequent purchasers since neither the agreement, nor the power of attorney was recorded in the Official Records of the County. Because of this, the only document the subsequent purchasers had to rely on was the “Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney.” As set forth above, this document lacks sufficient information to put a subsequent purchaser on notice that it is bound by a power of attorney it did not sign.

For these reasons, the Bamboo Lane annexation does not comply with the requirements of section 171.044(2) because it does not bear the signatures of all of the landowners within the annexation area.

Palmyra

The Palmyra annexation is for 123 properties. In this case there is one petition for all 123 properties signed by the City Manager as Attorney in Fact for these property owners. The petition refers to several documents recorded in the Official Records of Palm Beach County. However, some of these documents do not apply to properties within the proposed annexation area.

For instance, the petition references an “Irrevocable Special Power of Attorney” and a “Water Service Agreement” for Sharon and Patrick Robinson recorded in Official Records Book 13660, Page 1215. However, the only document recorded at that location is an “Agreement for Water Service Outside the City Limits and Covenant for Annexation” dated April 4, 2002, which does not include any legal description of the property that it is meant to bind. Furthermore, it does not have a power of attorney attached. In any event, the corresponding power of attorney was recorded, at book 13660, Page 1219.



However, much like the powers of attorneys for Bamboo Lane, this one does not state that it runs with the land or is binding on subsequent purchasers. However, most importantly, the legal description attached to this power of attorney pertains to a parcel identified by PCN 00-43-45-18-00-000-7150. This property is situated on Tucks Road, located south of Gateway Boulevard and east of Lawrence Road. It is nowhere near Palmyra, which is located south of Hypoluxo Road. It is also not adjacent to the City's boundaries. Therefore, the County cannot speculate why this was included in the petition to annex Palmyra. This also applies to the documents referenced for John and Brenda Orrico and Phillip and Cheryl Hartnett.

Notwithstanding these mistakes, the City alleges that the documents executed by Dahlgren, recorded in Book 13660, Page 1433, and the documents executed by Bauer, recorded in Book 13660, Page 1453, the original owners of the unsubdivided property, give the City the authority to execute the voluntary petition for annexation on behalf of all the landowners of the subdivided lots within Palmyra. They do not.

The Dahlgren "Agreement for Water Service Outside the City Limits and Covenant for Annexation" is dated March 20, 2002. It is between the Dahlgren Trust, as the then-owner of the land, Continental Homes of Florida, Inc., the contract purchaser of Dahlgren's land, and the City of Boynton Beach. The agreement is for 120.5 equivalent residential water connections to be provided by the City. Like the agreement for the Bamboo Lane properties, this agreement includes language that Dahlgren will execute a power of attorney granting the City the authority to pursue a voluntary annexation petition on their behalf. It also obligates Dahlgren to notify all subsequent purchasers of the property of the power of attorney and the City's power to annex the land voluntarily. It also states that the agreement runs with the land. In addition, the entire agreement "will be null and void, if, Continental Homes of Florida, Inc. has not acquired the property by July 22, 2002." In other words, the contract is contingent on Dahlgren conveying title to Continental no later than July 22, 2002. The Bauer agreement is identical to the Dahlgren agreement. To the best of the County's knowledge, Dahlgren and Bauer conveyed title to Continental prior to July 22, 2002. Both Bauer and Dahlgren also signed an "Irrevocable Special Power of Attorney."

Just like the powers of attorney for the Bamboo Lane annexation, these powers of attorney granted the City the power to pursue a voluntary annexation petition on their behalf. However, they do not have any language stating that they are meant to run with the land. Importantly, these powers of attorney have language conditioning their effectiveness "until and unless the Grantee transfers legal fee title to the property to CONTINENTAL HOMES OF FLORIDA, INC., or its successors or assigns in accordance with the terms of the contract for sale. Upon such transfer of title, this Irrevocable Special Power of Attorney shall be automatically transferred and assumed by CONTINENTAL HOMES OF FLORIDA, INC."

The problem is that by its terms, the power of attorney is not effective until after the Grantee (Dahlgren and Bauer) transfers title to Continental. As such, Continental should have signed the power of attorney, not Dahlgren and Bauer,



since at the time the power of attorney took effect, they, being Dahlgren and Bauer, no longer had fee title to the property and could therefore no longer bind the property.

In addition, even if the power of attorney is found to be valid, there is no legal support that these two powers of attorney granted by the owners of the un-subdivided land can bind all of the subsequent purchasers of the subdivided lots. Powers of attorney are personal between the principal and the agent, and courts strictly construe their terms to ascertain the intent of the principal. *Manor Oaks, Inc. v. Campbell*, 276 So. 3d 830, 833 (Fla. 4th DCA 2019). And as discussed above, these powers of attorney do not have any language indicating that they were to be extended from the two original owners to 123 subsequent owners.

As none of the powers of attorney at issue contain language indicating that they run with the land or bind subsequent purchasers or agents, they cannot be used by the City as the basis for filing a voluntary petition on behalf of landowners, most of whom never signed the power of attorney. The purpose of the Voluntary Annexation statute is to give landowners who want to be annexed a way of doing so. This is a perversion of that process, as it “voluntarily” forces annexation on landowners who may not want to be annexed. Finally, please note that the City cannot threaten to turn off or turn off the water services it provides to the affected landowners should they choose to object to the proposed annexations. *Edris v. Sebring Utilities Commission*, 237 So. 2d 585, 587 (Fla. 2d DCA 1970) (holding that a public utility corporation, including municipalities that provide utilities, cannot refuse to render service because of some collateral matter not related to that service). As such, the County objects to the proposed annexations and would like this letter to be included in the record for the hearings on the final adoption of the annexation ordinances. Should the City adopt the annexation ordinances, the County reserves the right to pursue the remedies available to it under Chapter 171, Florida Statutes.

Maria G. Marino
Mayor
Palm Beach County Board of County Commissioners

attachments

cc: Vice Mayor Sarah Baxter and Commissioners Gregg K. Weiss, Joel G. Flores, Marci Woodward, Maria Sachs, Bobby Powell Jr.
Joe Abruzzo, County Administrator
Patrick Rutter, Deputy County Administrator
Denise Coffman, County Attorney
Darren Leiser, Assistant County Attorney
Whitney Carroll, Executive Director, PZB
Thuy Shutt, Planning Director, PZB
Khurshid Mohyuddin, Principal Planner
Ali Bayat, Director, Water Utilities
Patrick Kennedy, Fire Rescue Administrator
Captain Byron Smith, PBSO-District 6

Bamboo Lane Documents Referenced in Objection Letter

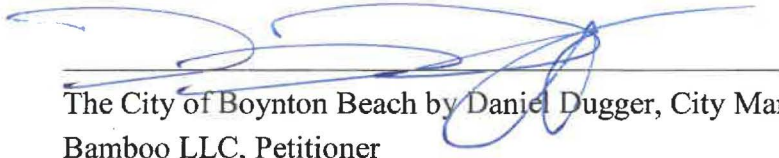
- Petitions for Voluntary Annexation to the City of Boynton Beach with City Manager as Attorney in Fact for all property owners
- Summary of Agreement for Water and Wastewater Service Outside of the City Limits, Covenant for Annexations, and Irrevocable Special Power of Attorney (ORB 34950 Page 1307)

**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Casa Bamboo LLC (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Daniel A. Leiva, as Corporate Representative of Casa Bamboo LLC and recorded at Book 34950 Page 1307, pursuant to a Water Service Agreement recorded at Book 34950 Page 1307. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Daniel A. Leiva, as Corporate Representative of Casa Bamboo LLC and recorded at Book 34950 Page 1307, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Casa Bamboo LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Casa Bamboo LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Casa Bamboo LLC pursuant to a Power of Attorney dated August 8, 2023.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Michael C. Slocum and Chaya Slocum and recorded at Book 32523 Page 1017, pursuant to a Water Service Agreement recorded at Book 32523 Page 1017. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

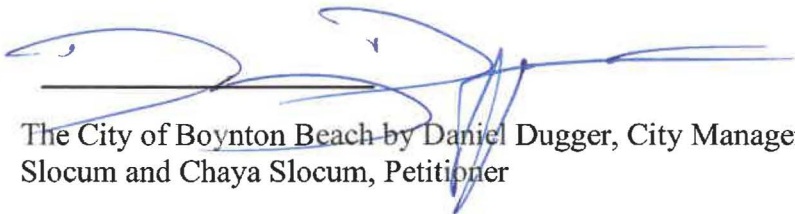
The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Michael C. Slocum and Chaya Slocum and recorded at Book 32523 Page 1017, a copy of which is attached hereto and incorporated herein by reference.



The City of ~~Boynton Beach~~ by Daniel Dugger, City Manager, as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July, 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum pursuant to a Power of Attorney dated April 5, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

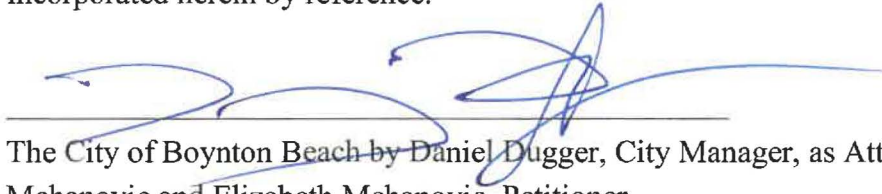


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Edin Mehanovic and Elizabeth Mehanovic and recorded at Book 32523 Page 1009, pursuant to a Water Service Agreement recorded at Book 32523 Page 1009. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Edin Mehanovic and Elizabeth Mehanovic and recorded at Book 32523 Page 1009, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has produced is personally known to me as identification, and who is acting as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic pursuant to a Power of Attorney dated April 1, 2021.



Notary Public, State of Florida

Print Name: Malissa Clavel

My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This ~~Petition~~ made this ³⁰ day of ^{July}, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher (hereinafter "Owner").

2. The ~~Owners~~ are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Stephen J. Gallagher and Laura M. Gallagher and recorded at Book 34100 Page 164, pursuant to a Water Service Agreement recorded at Book 34100 Page 164. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Stephen J. Gallagher and Laura M. Gallagher and recorded at Book 34100 Page 164, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher, Petitioner

SWORN STATEMENT

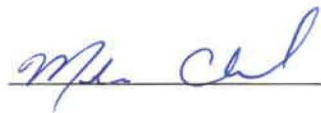
I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher pursuant to a Power of Attorney dated January 17, 2023.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this ~~30~~ day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Albert Levy and Sacha Levy (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Albert Levy and Sacha Levy and recorded at Book 32523 Page 1005, pursuant to a Water Service Agreement recorded at Book 32523 Page 1005. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

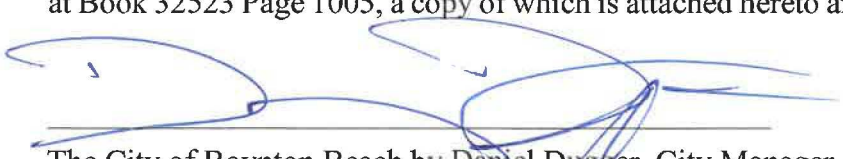
A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

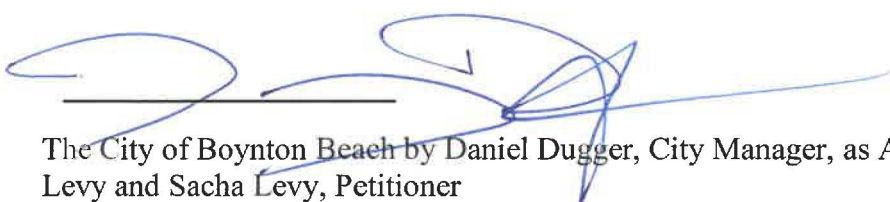
The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Albert Levy and Sacha Levy and recorded at Book 32523 Page 1005, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Albert Levy and Sacha Levy, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Albert Levy and Sacha Levy, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has produced is personally known to me as identification, and who is acting as Attorney-in-Fact for Albert Levy and Sacha Levy pursuant to a Power of Attorney dated March 9, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Shelly Ohare, the authorized representative for Gulfstream Holdings, LLC and recorded at Book 33693 Page 0345, pursuant to a Water Service Agreement recorded at Book 33693 Page 0345. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Shelly Ohare, an authorized representative for Gulfstream Holdings, LLC and recorded at Book 33693 Page 0345, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie, Petitioner

SWORN STATEMENT

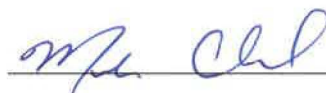
I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has produced is personally known to me as identification, and who is acting as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie pursuant to a Power of Attorney dated June 24, 2022.



Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this ³⁰ day of *July*, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Bamboo LN LLC (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by David B. Abbasi & Casey B. Abbassi and recorded at Book 32523 Page 1011, pursuant to a Water Service Agreement recorded at Book 32523 Page 1011. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by David B. Abbasi & Casey B. Abbassi and recorded at Book 32523 Page 1011, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bamboo
LN LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bamboo LN LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization this 30th day of July, 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Bamboo LN LLC pursuant to a Power of Attorney dated April 5, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

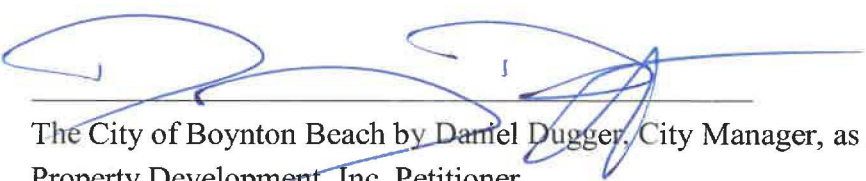


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Conamkat Property Development, Inc (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Nadine Pizsel, as Corporate Representative of Conamkat Property Development Inc and recorded at Book 32523 Page 1015 pursuant to a Water Service Agreement recorded at Book 32523 Page 1015. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Nadine Pizsel, as Corporate Representative of Conamkat Property Development Inc and recorded at Book 32523 Page 1015, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Conamkat Property Development, Inc, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Conamkat Property Development, Inc, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known ^{to me} as identification, and who is acting as Attorney-in-Fact for Conamkat Property Development, Inc pursuant to a Power of Attorney dated March 31, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

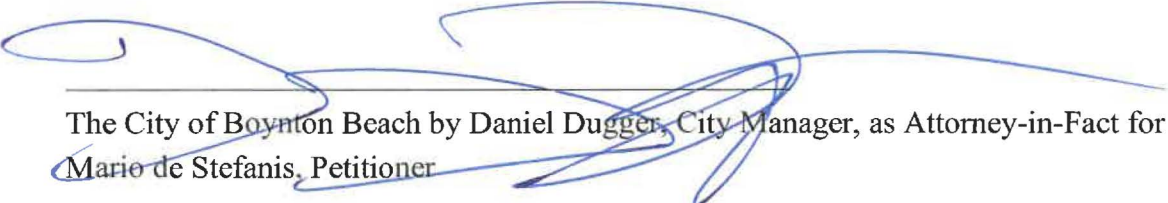


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Tancredi Mario de Stefanis (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Raymond Mullen and Patricia Mullen and recorded at Book 32523 Page 1013, pursuant to a Water Service Agreement recorded at Book 32523 Page 1013. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

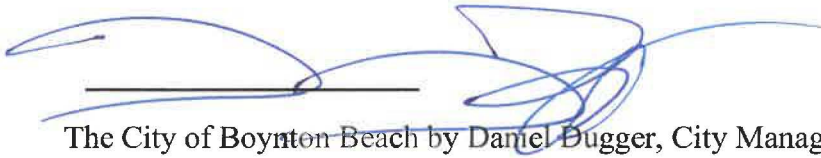
WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Raymond Mullen and Patricia Mullen and recorded at Book 32523 Page 1013, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Tancredi Mario de Stefanis, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Tancredi Mario de Stefanis, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025 by Daniel Dugger who has produced is personally known to me identification, and who is acting as Attorney-in-Fact for Tancredi Mario de Stefanis pursuant to a Power of Attorney dated March 19, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Jeffery Bonifacino (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Chris Mygatt and Curtis Bennett and recorded at Book 32523 Page 1023, pursuant to a Water Service Agreement recorded at Book 32523 Page 1023. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Chris Mygatt and Curtis Bennett and recorded at Book 32523 Page 1023, a copy of which is attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Jeffery Bonifacino, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Jeffery Bonifacino, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has produced is personally known to me as identification, and who is acting as Attorney-in-Fact for Jeffery Bonifacino pursuant to a Power of Attorney dated April 29, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

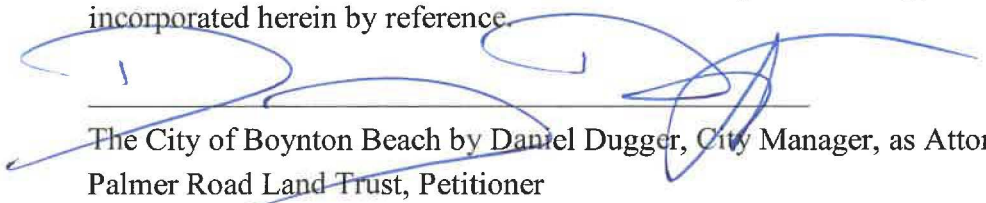


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for 815 Palmer Road Land Trust (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Robert Peterson, Kelly Peterson, and Michael Gravelese and recorded at Book 32523 Page 1029, pursuant to a Water Service Agreement recorded at Book 32523 Page 1029. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Robert Peterson, Kelly Peterson, and Michael Gravelese and recorded at Book 32523 Page 1029, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 815
Palmer Road Land Trust, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 815 Palmer Road Land Trust, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for 815 Palmer Road Land Trust pursuant to a Power of Attorney dated April 28, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

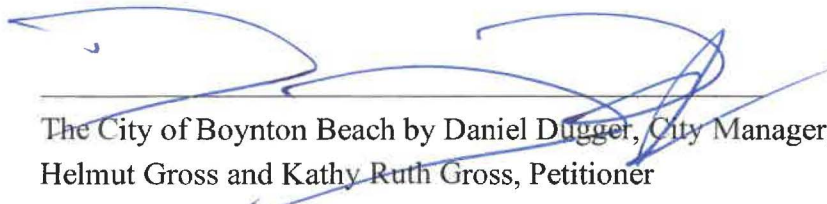


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Rene Helmut Gross and Kathy Ruth Gross and recorded at Book 32523 Page 1019, pursuant to a Water Service Agreement recorded at Book 32523 Page 1019. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Rene Helmut Gross and Kathy Ruth Gross and recorded at Book 32523 Page 1019, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross pursuant to a Power of Attorney dated April 13, 2021.


Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

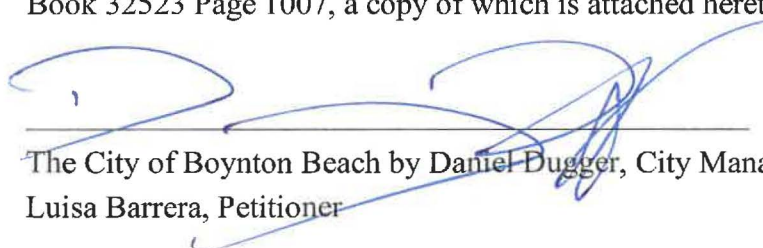


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Maria Luisa Barrera (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Maria Luisa Barrera and recorded at Book 32523 Page 1007, pursuant to a Water Service Agreement recorded at Book 32523 Page 1007. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Maria Luisa Barrera and recorded at Book 32523 Page 1007, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Maria Luisa Barrera, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Maria Luisa Barrera, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has produced is personally known to me as identification, and who is acting as Attorney-in-Fact for Maria Luisa Barrera pursuant to a Power of Attorney dated March 17, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028

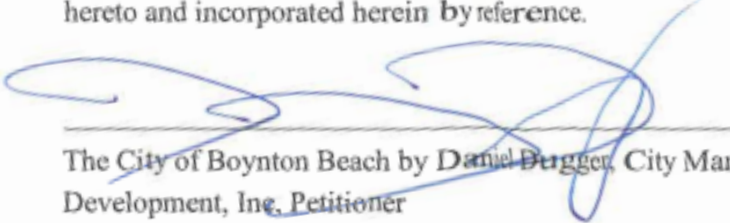


**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Nigel Development, Inc (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Jaime Mayo, as Corporate Representative of Nigel Development, Inc and recorded at Book 33824 Page 1747, pursuant to a Water Service Agreement recorded at Book 33824 Page 1747. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

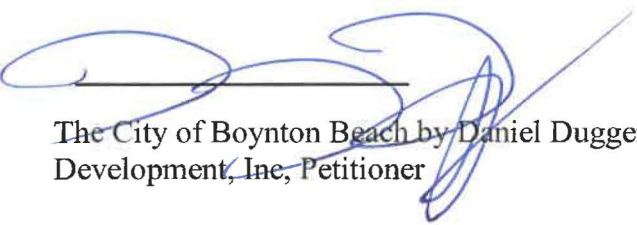
WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed Jaime Mayo, as Corporate Representative of Nigel Development, Inc and recorded at Book 33824 Page 1747, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Nigel Development, Inc, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Nigel Development, Inc, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [☒] physical presence or [☐] online notarization this 30th day of July, 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for Nigel Development, Inc pursuant to a Power of Attorney dated August 24, 2022.



Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028



**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for 3737 Federal Highway, LLC (hereinafter "Owner").
2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").
3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Edward M. Renzulli as Corporate Representative of 3737 Federal Highway, LLC and recorded at Book 32523 Page 1021, pursuant to a Water Service Agreement recorded at Book 32523 Page 1021. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.
4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:
 - A. Such annexation will not affect the ownership or rights of adjacent property owners;
 - B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and
 - C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Edward M. Renzulli as Corporate Representative of 3737 Federal Highway, LLC and recorded at Book 32523 Page 1021, a copy of which is attached hereto and incorporated herein by reference.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 3737
Federal Highway, LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 3737 Federal Highway, LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger who has ~~produced~~ is personally known to me as identification, and who is acting as Attorney-in-Fact for 3737 Federal Highway, LLC pursuant to a Power of Attorney dated March 10, 2021.



Notary Public, State of Florida

Print Name: Melissa Clavel

My Commission Expires: July 11, 2028



Exhibit A

BAMBOO LANE AND PALMER ROAD

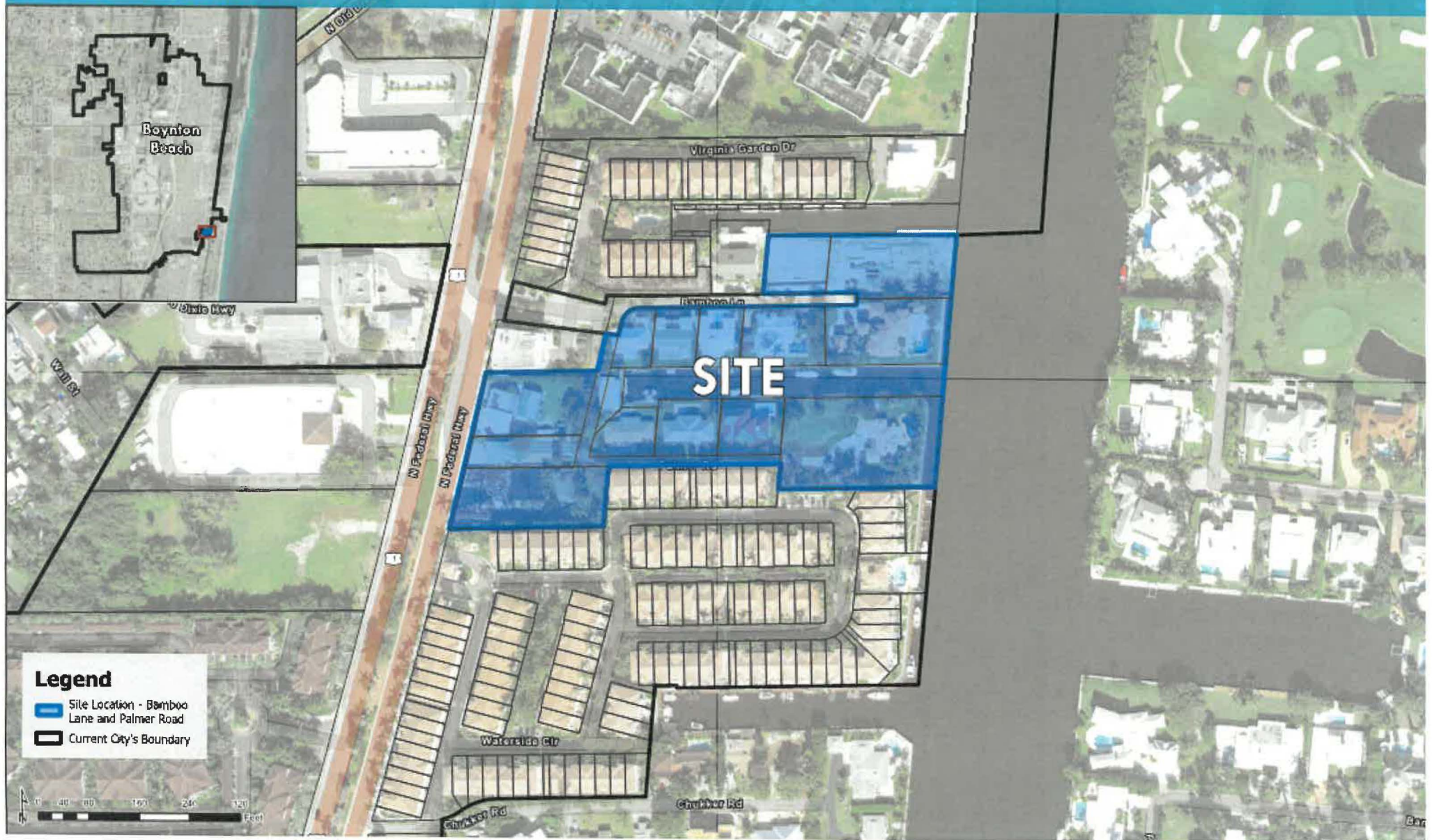


Exhibit B - Contiguity Map

BAMBOO LANE AND PALMER ROAD



PREPARED BY, RECORD AND RETURN TO:
SHAWNA LAMB, ESQ.
CITY OF BOYNTON BEACH
P.O. Box 310
BOYNTON BEACH, FL 33435

**Summary of Agreement for Water and Wastewater Service Outside the City Limits,
Covenant for Annexation, and Irrevocable Special Power of Attorney**

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned Casa Bamboo LLC of real property located at 814 Bamboo Ln, Delray Beach, FL 33483 with a legal description A tract of land in Government Lot 1, Section 4, Township 46 South, Range 43, East, Palm Beach County, Florida, described as follows: Commencing at a point in the West right-of-way line of the Intracoastal Waterway, 61.2 ft South of, measured at right angles to the North line of said Section 4, thence Southerly along the said West right-of-way, a distance of 100 ft to a point; thence northerly parallel to the West right-of-way line of the Intracoastal Waterway, a distance of 94.5 ft to a point thence East parallel to the Northline of said Section 4, a distance of 100 ft to a point; thence Southerly parallel to the West right-of-way line of the Intracoastal Waterway, a distance of 94.5 ft to the Point of Beginning, and Property Control Number (PCN): 00-43-46-04-00-001-0160 personally appeared who being duly sworn, deposes and says that they are the legal owner or authorized corporate representative, able to bind the real property and the City, have requested water and wastewater service, have met all the requirements for connection to the system, and acknowledge that the property is outside the City limits and a covenant for annexation exists by full execution of the "Agreement for Water and Wastewater Service Outside the City Limits and Covenant for Annexation" and the "Irrevocable Special Power of Attorney" dated 4/8/23.

THAT this document is recorded in the Public Records of Palm Beach County, Florida and shall run with the above described real property, be binding on the Owner and all subsequent transferee, grantees, heirs, successors and assigns. In addition, the Owner hereby confirms, ratifies, acknowledges, grants, dedicates, and conveys to the City of Boynton Beach any easements for public utilities, water, sewer, stormwater, or other public services which are of record with respect to the above described real property, and which are in existence as of the date of execution of this Summary Agreement, through plat, dedication, or other prior conveyance.

Owned by: Casa Bamboo LLC

WITNESS:

✓ *WV*

Witness Signature

CHRISTIAN RULFO
Printed Witness Name

unful

Witness Signature

MICHAEL MARTOCCA
Printed Witness Name

ATTEST:

Secretary

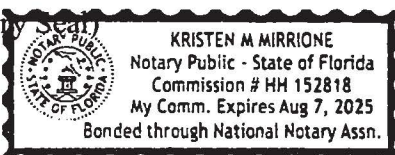
Print Name _____

STATE OF Florida)

COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, by means of / physical presence or online notarization, Daniel Leiva acknowledged executing the same, on behalf of _____ (Entity Name, and Type of Entity), as named in the foregoing agreement, and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said Limited Liability Company and that the Limited Liability Company seal affixed thereto is the true corporate seal of said Limited Liability Company.

(Notary Seal)



My Commission Expires: 8/7/25

CORPORATE ENTITY AS OWNER(S):

Casa Bamboo LLC

By: [Signature]

Name: Dana Leiva

Title: magnum member

Address: 2900 Broadway Ave WPS,
FL 33407

{SEAL}

Notary Public Signature

Kristen J. Alvione

Printed Name of Notary Public

Commission Number: ~~144~~ 152818

Palmyra Documents Referenced in Objection Letter

- Petition for Voluntary Annexation to the City of Boynton Beach with City Manager as Attorney in Fact for all property owners
- Water Service Agreement for Sharon and Patrick Robinson (ORB 13660 Page 1215)
- Power of Attorney for Sharon and Patrick Robinson for PCN 00434518000007150 (ORB 13660 Page 1219)
- Property Appraiser's Info for PCN 00434518000007150
- Dahlgren Water Service Agreement Outside of City Limits and Covenant for Annexation (ORB 13660 Page 1433)
- Bauer Water Service Agreement Outside of City Limits and Covenant for Annexation (ORB 13660 Page 1453)

**PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON
BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
(HEREINAFTER THE "CITY")**

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach as Attorney-in-Fact for the property owners identified in Exhibit "C" attached hereto (hereinafter collectively "Owners").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof states the following:

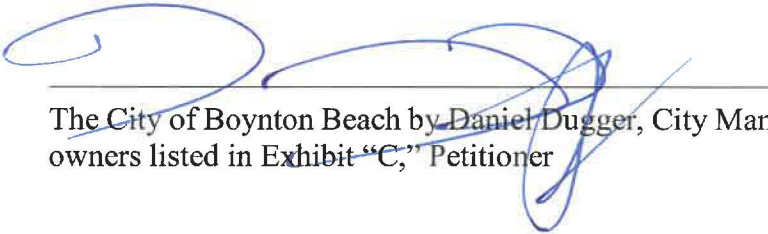
A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioner respectfully requests that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

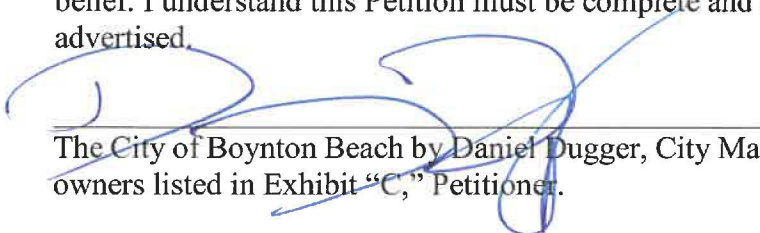
The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida, copies of which attached hereto and incorporated herein by reference.



The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for the property owners listed in Exhibit "C," Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owners of all of the properties described and which are the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid irrevocable special power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.


The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for the property owners listed in Exhibit "C," Petitioner.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025, by Daniel Dugger as City Manager of the City of Boynton Beach who is personally known to me, and who is acting as Attorney-in-Fact for the property owners listed in Exhibit "C" pursuant to an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida.




Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

Exhibit A
Legal Description

Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89° 39'35"W., a distance of 303.43 feet; thence S.02° 22'12"W., a distance of 284.32 feet; thence N.89° 39'35"E., a distance of 305.03 feet; thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89° 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03° 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89° 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

Said Lands contain 27.04 Acres, more or less

Together with:

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Lands contain 0.93 Acres, more or less

Exhibit B
Property Sketch

Annexation Sketch

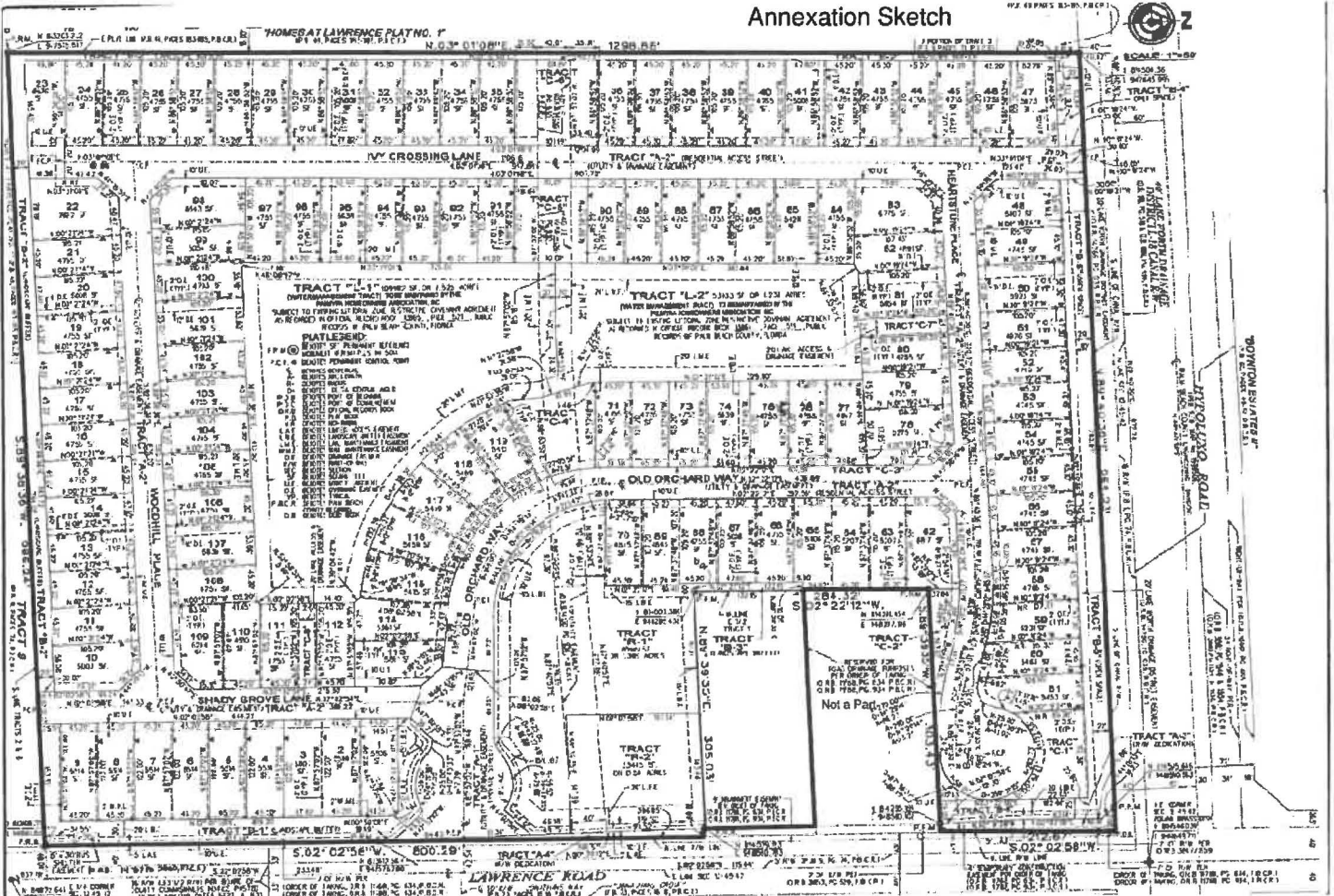


Exhibit C

Property Owners and Parcels

The following property owners and their respective parcels are subject to this Petition for Voluntary Annexation, all of whom are bound by the annexation covenant contained in the Water Service Agreement recorded at Official Records Book 13660, Page 1433; Official Records Book 13660, Page 1215; Official Records Book 13660, Page 1208; Official Records Book 13660, Page 1201; and Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida, which covenant runs with the land and binds all successors in interest and assigns.

Parcel ID	Current Record of Owner	Legal Description Reference
		BOYNTON ESTATES 2 REPL 1
00-42-45-01-15-003-0000	VINEYARDS AT PALM BEACH HOA INC	TRS C-A & C1-A K/A REC
00-42-45-12-25-000-0010	LUISO PATRICIA A; LUISO JOSEPH C JR	DAHLGREN PUD LT 1
00-42-45-12-25-000-0020	VAN METER JERI	DAHLGREN PUD LT 2
00-42-45-12-25-000-0030	ALUKA KODJO	DAHLGREN PUD LT 3
00-42-45-12-25-000-0040	HESLOP NYANDA C; HESLOP DEVON	DAHLGREN PUD LT 4
00-42-45-12-25-000-0050	CHASE JEREMY	DAHLGREN PUD LT 5
00-42-45-12-25-000-0060	NUNES TAIANE; NUNES RODRIGO	DAHLGREN PUD LT 6
00-42-45-12-25-000-0070	MERVILUS EDGARD	DAHLGREN PUD LT 7
00-42-45-12-25-000-0080	LE CHAU KIM; HUYNH HOANG	DAHLGREN PUD LT 8
00-42-45-12-25-000-0090	LOUISCAR WOOD K	DAHLGREN PUD LT 9
00-42-45-12-25-000-0100	ZHENG XIAOJUAN; PREISSIG JOSEPH S	DAHLGREN PUD LT 10
00-42-45-12-25-000-0110	PETTY RICKY LEMOND; TAYLOR SHALENA	DAHLGREN PUD LT 11
00-42-45-12-25-000-0120	CANUL MARY A; CANUL LUIS A	DAHLGREN PUD LT 12
00-42-45-12-25-000-0130	CAMACHO IRIS TROCHE	DAHLGREN PUD LT 13
00-42-45-12-25-000-0140	VAN NESS THAD; VAN NESS LISA M	DAHLGREN PUD LT 14
00-42-45-12-25-000-0150	MUNOZ LAURA	DAHLGREN PUD LT 15
00-42-45-12-25-000-0160	PROCTOR ERICA M; PROCTOR CHRISTOPHER A	DAHLGREN PUD LT 16
00-42-45-12-25-000-0170	SANDERS LEILA; SANDERS MICHAEL	DAHLGREN PUD LT 17
00-42-45-12-25-000-0180	VINCENT SHERLINE; FOREST JOHN W	DAHLGREN PUD LT 18
00-42-45-12-25-000-0190	DESULME MICHEL JUDELIN; MICHEL ALMEUS J	DAHLGREN PUD LT 19
00-42-45-12-25-000-0200	RODRIGUEZ WAHEEDA M	DAHLGREN PUD LT 20
00-42-45-12-25-000-0210	OCASIO MICHELLE; PONCE PABLO Y	DAHLGREN PUD LT 21
00-42-45-12-25-000-0220	ARANDELA HORACE; ARANDELA RONEA	DAHLGREN PUD LT 22
00-42-45-12-25-000-0230	MOSCOSO BOSCO; DAVILA PILAR	DAHLGREN PUD LT 23
00-42-45-12-25-000-0240	RAUZAN SLAVO	DAHLGREN PUD LT 24
00-42-45-12-25-000-0250	BURHANU DAHAB	DAHLGREN PUD LT 25
00-42-45-12-25-000-0260	PIERRE JOSE I	DAHLGREN PUD LT 26
00-42-45-12-25-000-0270	MARZOUCA KISHA F	DAHLGREN PUD LT 27
00-42-45-12-25-000-0280	RAMIREZ JAY; AJON RAMIREZ SARA	DAHLGREN PUD LT 28
00-42-45-12-25-000-0290	RUSSELL CAROL E	DAHLGREN PUD LT 29
00-42-45-12-25-000-0310	DULCIO ROSEMENE; SAINT FLEUR ALEX	DAHLGREN PUD LT 31
00-42-45-12-25-000-0320	WILLIAMS BRIDGES ANNELEAH	DAHLGREN PUD LT 32
00-42-45-12-25-000-0330	DIPCHAND KIMBERLENE; DIJOHN CARLENE N	DAHLGREN PUD LT 33
00-42-45-12-25-000-0340	PINKSTON BARBARA	DAHLGREN PUD LT 34

00-42-45-12-25-000-0350	TUAN EMILY YI	DAHLGREN PUD LT 35
00-42-45-12-25-000-0360	CROSS DONYALE P; CROSS ANDRE D	DAHLGREN PUD LT 36
00-42-45-12-25-000-0370	BURLEY YOHANNA; BURLEY KEDRICK	DAHLGREN PUD LT 37
00-42-45-12-25-000-0380	DAT MORILUS; THERLONGE VIALERNE	DAHLGREN PUD LT 38
00-42-45-12-25-000-0390	FAYETTEVILLE DRYWALL REPAIRS	DAHLGREN PUD LT 39
00-42-45-12-25-000-0400	JULIANO PHILIP M III	DAHLGREN PUD LT 40
00-42-45-12-25-000-0410	MCCARTHY SANTRESA	DAHLGREN PUD LT 41
	GUERRIER RICHARDINE; JEAN CHARLES	
00-42-45-12-25-000-0420	VLADIMIR	DAHLGREN PUD LT 42
00-42-45-12-25-000-0430	GROVER BHAVNA; ARORA RAHUL	DAHLGREN PUD LT 43
00-42-45-12-25-000-0440	BRAVO MARIA;BRAVO CARLOS A	DAHLGREN PUD LT 44
00-42-45-12-25-000-0450	TOVAR JEANNIE D; TOVAR EDGAR	DAHLGREN PUD LT 45
00-42-45-12-25-000-0460	ESTRIplet NURVAH; ESTRIplet JAMES	DAHLGREN PUD LT 46
00-42-45-12-25-000-0470	THOMAS LARRY A; THOMAS KATHY E	DAHLGREN PUD LT 47
00-42-45-12-25-000-0480	YASSA MICHAEL	DAHLGREN PUD LT 48
00-42-45-12-25-000-0490	FLEUREME TORGELINE; FADAEI FRANTZ	DAHLGREN PUD LT 49
	TENNENHOUSE PATRICIA; TENNENHOUSE MARK	
00-42-45-12-25-000-0500	J	DAHLGREN PUD LT 50
00-42-45-12-25-000-0510	RAYMOND CLERMITE; RAYMOND WILFRID	DAHLGREN PUD LT 51
00-42-45-12-25-000-0520	ESTRIplet RUTH	DAHLGREN PUD LT 52
00-42-45-12-25-000-0530	PIERRE JHONNY B	DAHLGREN PUD LT 53
00-42-45-12-25-000-0540	ILLANEZ ANDRAS	DAHLGREN PUD LT 54
00-42-45-12-25-000-0560	WELLS VANESSA; WELLS EVERETT G	DAHLGREN PUD LT 56
00-42-45-12-25-000-0570	KANCHERLA KALYANI	DAHLGREN PUD LT 57
00-42-45-12-25-000-0580	CHOISILME LAUNIDE A; CHOISILME WILGUERE	DAHLGREN PUD LT 58
00-42-45-12-25-000-0590	ORTEGA BARBOZA ALAIZ D; DEJESUS MARK	DAHLGREN PUD LT 59
00-42-45-12-25-000-0600	RAMTULLA TERRY A; RAMTULLA RORY R	DAHLGREN PUD LT 60
00-42-45-12-25-000-0610	ALCIN DANIELLA; ALCIN PIERRE C	DAHLGREN PUD LT 61
00-42-45-12-25-000-0620	RIVAS YANIRA; RIVAS CHRISTIAN A	DAHLGREN PUD LT 62
00-42-45-12-25-000-0630	CLARK NICOLE; CLARK ROGER A	DAHLGREN PUD LT 63
00-42-45-12-25-000-0640	SUAREZ ANGELICA	DAHLGREN PUD LT 64
00-42-45-12-25-000-0650	ILIOPOULOS SHADANA U; ILIOPOULOS ARISTIDES	DAHLGREN PUD LT 65
00-42-45-12-25-000-0660	GONZALEZ ELIDA; GONZALEZ ANGEL	DAHLGREN PUD LT 66
00-42-45-12-25-000-0670	SHAH ANKIT	DAHLGREN PUD LT 67
00-42-45-12-25-000-0680	CHEN XUESHENG; CHEN YAXIANG	DAHLGREN PUD LT 68
00-42-45-12-25-000-0690	NOVATON LUIS; NOVATON ANGELA M	DAHLGREN PUD LT 69
00-42-45-12-25-000-0700	ARZONETTI ROBERT	DAHLGREN PUD LT 70
00-42-45-12-25-000-0710	TRIPATHY MAMATA; BEHURA AMAR K	DAHLGREN PUD LT 71
00-42-45-12-25-000-0720	WANER ELIZABETH A	DAHLGREN PUD LT 72
00-42-45-12-25-000-0730	COBOS FLAVIO; VIZKOCIL YOLANDA L	DAHLGREN PUD LT 73
00-42-45-12-25-000-0740	POWELL TYRONE D	DAHLGREN PUD LT 74
00-42-45-12-25-000-0750	OBRIEN KATHRYN E	DAHLGREN PUD LT 75
00-42-45-12-25-000-0760	LA MAI XIEU; LY HOA YAN	DAHLGREN PUD LT 76
00-42-45-12-25-000-0770	MANGROO AUDREY E; MANGROO HARRI K	DAHLGREN PUD LT 77
00-42-45-12-25-000-0780	SWEETING PORSHA VERONICA	DAHLGREN PUD LT 78
00-42-45-12-25-000-0790	LOUCIUS LIVENS; LOUCIUS LINDA	DAHLGREN PUD LT 79

00-42-45-12-25-000-0800	SCHWEITZER GLENN; SCHWEITZER MEGAN	DAHLGREN PUD LT 80
00-42-45-12-25-000-0810	ROBINSON GILBERTO L	DAHLGREN PUD LT 81
00-42-45-12-25-000-0820	ROLLE ANTOINE; ROLLE PAMELA M	DAHLGREN PUD LT 82
00-42-45-12-25-000-0830	WAGNER SHERIE J; DOUGLAS DONALD A	DAHLGREN PUD LT 83
00-42-45-12-25-000-0840	JOSEPH BERLINE; GEFFRARD HENSON	DAHLGREN PUD LT 84
00-42-45-12-25-000-0850	LOMIENTO JAMES F	DAHLGREN PUD LT 85
00-42-45-12-25-000-0860	ALMELDA MARIA A; ALMELDA FRANCISCO N	DAHLGREN PUD LT 86
00-42-45-12-25-000-0870	KEMPADOO GAITREE D; KEMPADOO BRIAN F	DAHLGREN PUD LT 87
00-42-45-12-25-000-0880	GOODEN VETA L	DAHLGREN PUD LT 88
00-42-45-12-25-000-0890	CUMMINGS ROSALEE C	DAHLGREN PUD LT 89
00-42-45-12-25-000-0900	2017 1 IH BORROWER LP	DAHLGREN PUD LT 90
00-42-45-12-25-000-0910	GAI LE; VAN TRAN TONY	DAHLGREN PUD LT 91
00-42-45-12-25-000-0920	SA JILL; SA BRUCE	DAHLGREN PUD LT 92
00-42-45-12-25-000-0930	CRESPO RAMON; CRESPO ALEASE	DAHLGREN PUD LT 93
00-42-45-12-25-000-0940	MONTALBANO GIACHINO E	DAHLGREN PUD LT 94
00-42-45-12-25-000-0950	SOLOMON ANITA	DAHLGREN PUD LT 95
00-42-45-12-25-000-0960	SUSSKIND DUENPEN; SUDNAEN SIREE	DAHLGREN PUD LT 96
00-42-45-12-25-000-0970	MARDY WENDEL	DAHLGREN PUD LT 97
00-42-45-12-25-000-0980	PRINGLES JUAN P; DEVEVO KNOLAN O	DAHLGREN PUD LT 98
00-42-45-12-25-000-0990	MCPHEETERS ADRIANE B; MCPHEETERS TRAVIS C	DAHLGREN PUD LT 99
00-42-45-12-25-000-1000	YAU SHING WAI	DAHLGREN PUD LT 100
00-42-45-12-25-000-1010	COURCHENE KRYSTAL A	DAHLGREN PUD LT 101
00-42-45-12-25-000-1020	IH4 PROPERTY FLORIDA LP	DAHLGREN PUD LT 102
00-42-45-12-25-000-1040	BERARDI FAMILY 2013 TRUST	DAHLGREN PUD LT 104
00-42-45-12-25-000-1050	CAI ZHENGMIN	DAHLGREN PUD LT 105
00-42-45-12-25-000-1060	PINZON ELSA; LOPEZ ALFONSO	DAHLGREN PUD LT 106
00-42-45-12-25-000-1070	HUTCHINSON STEPHEN	DAHLGREN PUD LT 107
00-42-45-12-25-000-1080	RIGGILLO ANTHONY	DAHLGREN PUD LT 108
00-42-45-12-25-000-1090	GREEN JEFFREY; GREEN CHRISTINE	DAHLGREN PUD LT 109
00-42-45-12-25-000-1100	DEKKAR NOURREDINE	DAHLGREN PUD LT 110
00-42-45-12-25-000-1110	FRANCOIS JEAN B	DAHLGREN PUD LT 111
00-42-45-12-25-000-1120	BOLANOS LUIS	DAHLGREN PUD LT 112
00-42-45-12-25-000-1130	MORINVIL VERTILIA F	DAHLGREN PUD LT 113
00-42-45-12-25-000-1140	BERRIOS CAROL; BERRIOS JOSE A	DAHLGREN PUD LT 114
	CARDONA GIOVANA YANET; CARDONA JHON	
00-42-45-12-25-000-1150	JAIR O	DAHLGREN PUD LT 115
00-42-45-12-25-000-1160	IH3 PROPERTY FLORIDA LP	DAHLGREN PUD LT 116
00-42-45-12-25-000-1170	PHUNG THAI; HUYNH NGUYET	DAHLGREN PUD LT 117
00-42-45-12-25-000-1180	BAPTISTE JEAN; INNOCENT FABIENNE	DAHLGREN PUD LT 118
00-42-45-12-25-000-1190	ANTOINE GEORGE A; ANTOINE NADIA J	DAHLGREN PUD LT 119
		DAHLGREN PUD TRS A-1 &
00-42-45-12-25-001-0000	PALMYRA ESTATES HOA INC	A-2 K/A PRIVATE & RESIDENTIAL ST
		DAHLGREN PUD TRS B-1 THRU
		B-6 K/A OPEN SPACE & LANDSCAPE
		BUFFER
00-42-45-12-25-002-0000	PALMYRA ESTATES HOA INC	
00-42-45-12-25-003-0000	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS C-1 THRU

00-42-45-12-25-012-0000	PALMYRA ESTATES HOA INC	C-8 K/A OPEN SPACE
00-42-45-12-25-018-0010	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS L-1 & L-2 K/A WATER MGMT
00-42-45-12-25-018-0020	PALMYRA ESTATES HOA INC	DAHLGREN PUD TR R-1 K/A REC DAHLGREN PUD TR R-2 K/A CIVIC
00-42-45-12-02-001-0040	ERB ANGELA EDYTHE; CARANCI ROSS A	12-45-42 SUB OF NE 1/4 AMND PL NLY 132.11 FT OF SLY 263.82 FT OF E 1/2 OF TR 1 (LESS E 40 FT LAWRENCE RD R/W)

THIS INSTRUMENT PREPARED BY
James A. Cherof, Esquire
Josias & Goren, P.A.
3099 East Commercial Blvd.
Suite 200
Ft. Lauderdale, FL 33308



05/01/2002 08:48:55 20020221278
OR BK 13660 PG 1215
Palm Beach County, Florida

AGREEMENT FOR WATER SERVICE OUTSIDE
THE CITY LIMITS AND COVENANT FOR ANNEXATION

THIS AGREEMENT made on this 4th day of April, 2002, by
and between Sharon & Patrick Robinson hereinafter called
the "Customer", and the CITY OF BOYNTON BEACH, a municipal corporation of the
State of Florida, hereinafter called the "City".

WHEREAS, Customer owns real property outside of the jurisdictional limits of
the City of Boynton Beach, Florida; and

WHEREAS, Customer has requested that the City of Boynton Beach, Florida
provide water service to the property owned by Customer; and

WHEREAS, the City of Boynton beach has the ability to provide water service to
Customer's property; and

WHEREAS, the City of Boynton Beach has a policy which conditions the grant of
water services outside of its jurisdictional limits on annexation of the property to be
served into the City at the earliest practicable time.

NOW THEREFORE, for and in consideration of the privilege of receiving water
service from the Municipal Water System and the mutual covenants expressed herein,
the City of Boynton Beach and the Customer, his heirs, successors and assigns, agree
as follows:

1. The City agrees to provide Customer with water service from its Municipal
Water System to service the real property described as follows and which Customer
represents is owned by Customer: (Exhibit A)

2. The Customer and the City hereby agree that there are 1.4 Equivalent
Residential Connections which City shall service.

3. The Customer agrees to pay all costs and fees of engineering, material,
labor, installation and inspection of the facilities as required by the City of Boynton
Beach Code of Ordinances or Land Development regulations to provide service to the

Customer's premises. The Customer shall be responsible for installation in conformance with all codes, rules and regulations applicable to the installation and maintenance of water service lines upon the Customer's premises. All such lines shall be approved by the Director of Utilities and subject to inspection by the City Engineers. The City shall have the option of either requiring the Customer to perform the work necessary to conform the lines or the City may have the work performed on behalf of the Customer, in which case the Customer will pay in advance all estimated costs thereof. In the event the City has such work performed, the Customer will also advance such additional funds as may be necessary to pay the total actual costs incurred by the City.

4. Any water main extension made pursuant to this Agreement shall be used only by the Customer, unless written consent is granted by the City of Boynton Beach for other parties to connect. All connections shall be made in accordance with the Codes and regulations of Boynton Beach.

5. Title to all mains, extensions and other facilities extended from the City Water Distribution System to and including the metered service to Customer shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.

6. The Customer agrees to pay all charges, deposits and rates for service and equipment in connection with water service outside the City limits applicable under City Ordinances and rate schedules which are applicable which may be changed from time to time.

7. Any rights-of-way or easements necessary to accommodate the connections shall be provided by the Customer to the City.

8. The Customer shall, contemporaneously execute and deliver to the City an Irrevocable Special Power of Attorney granting to the City the power and authority to execute and advance on behalf of the Customer a voluntary petition for annexation. Customer covenants that it shall cooperate with the City and not raise opposition or challenge to such annexation if and when annexation is initiated. The property shall be subject to annexation at the option of the City at any time the property is eligible under any available means or method for annexation. Customer will inform any and all assigns or purchasers of any or part of this property of this covenant and of the irrevocable special power of attorney, but Customer's failure to provide such notice shall not constitute a defense or bar to the City's rights as set forth herein. The Customer acknowledges that the consideration of initially connecting to the City's water supply is sufficient to support the grant of the power of attorney any subsequent disconnection or lack of service shall in no way impair the power of attorney nor constitute a diminution or lack of consideration.

9. The Customer acknowledges that this covenant regarding annexation is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement and the power of attorney referenced herein is to be recorded in the Public Records of Palm Beach County, Florida, and the Customer

and all subsequent transferee, grantees, heirs or assigns of Customer shall be binding on the Customer and all successors and assigns.

10. It is agreed that the City shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations or requirements of local, regional, State or Federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties or other circumstances beyond the City's reasonable control.

11. The Customer hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, Florida, its Mayor, Members of the City Commission, Officers, employees and agents (Both in their individual and official capacities) from and against all claims, damages, law suits and expenses including reasonable attorneys fees (whether or not incurred on appeal or in connection with post judgment collection) and costs rising out of or resulting from the Customer's obligation under or performance pursuant to this Agreement.

12. No additional agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 4th day of April, 2002

WITNESS:

Mary Anne Asker
(As to owner)
Velma V. Miller
(As to owner)
Mary Anne Asker
(As to owner)
Velma V. Miller
(As to owner)

INDIVIDUAL(S) AS OWNER(S):

Sharon R. Robinson
(Print name) Sharon R. Robinson
Patrick S. Robinson
(Print name) Patrick S. Robinson

FOR INDIVIDUAL(S) NOTARIZATION:

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

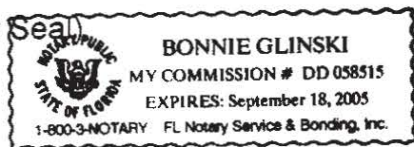
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Sharon & Patrick Robinson to me known to be the person(s) described in and who executed the foregoing instrument that he/she acknowledged before me that he/she executed the same; that the individual was personally known to me or provided the following proof of identification.

Dr. Lic. R152-796-54-596-0

+ R152-677-54-149-0

4th WITNESS my hand and official seal in the County and State last aforesaid this
day of April, 2002

(Notary Seal)



Bonnie Glinski
Notary Public Bonnie Glinski

WITNESS:

Mary Anne Sarka
MARY ANNE SARKA

Betty L. Sangi
BETTY L. SANGI

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

CITY OF BOYNTON BEACH, FLORIDA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

James A. Chappell

CITY ATTORNEY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerard Broening, Mayor and Janet Prainito, City Clerk respectively, of the City named in the foregoing agreement and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal affixed thereto is the true corporate seal of said City.

18th WITNESS my hand and official seal in the County and State last aforesaid this
day of April, 2002

(Notary Seal)



Susan Collins
Notary Public

Approved as to form:

Legal Description Approved:

City Attorney

JAC/lms
900182
12/12/95.rev
WATERSRV.1



THIS INSTRUMENT PREPARED BY:
James A. Cherof, Esquire
Josias & Goren, P.A.
3099 East Commercial Blvd.
Suite 200
Ft. Lauderdale, FL 33308

05/01/2002 08:48:55 20020221279
OR BK 13660 PG 1219
Palm Beach County, Florida

IRREVOCABLE SPECIAL POWER OF ATTORNEY
(By Individuals)

STATE OF FLORIDA

COUNTY OF Palm Beach

I/We, Sharon & Patrick Robinson, hereinafter "Grantee", hereby make, constitute, and appoint THE CITY OF BOYNTON BEACH, FLORIDA, true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain, and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property which is the subject of this power is described as follows:

The powers and authority of my attorney, THE CITY OF BOYNTON BEACH, FLORIDA, shall commence and be in full force and effect on the 4th day of April, 2002 and the powers and authority shall be irrevocable by Grantee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 4th
day of April, in the year two thousand two.

Sealed and delivered in the presence of

Mary Anne Asher
Witness

Velma V. Mills
Witness

Sharon R. Robinson
Print name Sharon R. Robinson

Mary Anne Asher
Witness

Velma V. Mills
Witness

Patrick S. Robinson
Print name Patrick S. Robinson

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

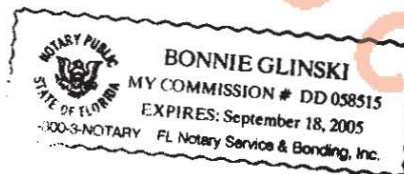
ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day
of April, 2002 by Sharon & Patrick Robinson and
who are known to me or who have produced
Dr. Lic. R152-796-54-5960 as identification and who did/did not take an oath.

+ R152-677-54-149-0

Bonnie Glinski
NOTARY PUBLIC
Bonnie Glinski
Type or Print Name
Commission No. _____

My Commission Expires:
POA.IND



MAY-01-1992 01:50PM 92-133201

BOOK 13660 PAGE 1221

ORB 7226 Pg 560

This instrument prepared by
and return to:
John T. Mulhall, III, Esq.
RUTHERFORD, MINERLEY & MULHALL
P.O. BOX 810005
BOCA RATON, FL 33481-0005

92-133201
Can 98,500.00 Doc 591.00
CLERK OF THE COURT - PB COUNTY, FL

Property Appraisers Folio No. 00-43-45-18-00-000-7150

**WARRANTY DEED
STATUTORY**

THIS INDENTURE, made this 30th day of April, 1992, between CURTIS E. SLOPER, JR. AND MARY F. SLOPER, his wife, of the County of Palm Beach, in the State of Florida, whose post office address is 2024B Natures Bend Drive, Fernandina Beach, FL 32034, parties of the first part, and PATRICK S. ROBINSON AND SHARON R. ROBINSON, his wife, of the County of Palm Beach, in the State of Florida, and whose post office address is 3878 Tucks Road, Boynton Beach, FL 33436 parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of Palm Beach, State of Florida, to-wit:

A parcel of land in the southwest quarter of Section 18, Township 45 South, Range 43 East, Palm Beach County, Florida, described as follows: From the southwest corner of Section 18, Township 45 S. Range 43 E., run northerly along the west boundary of said Section 18, a distance of 220 feet; thence run easterly, parallel to the south boundary of Section 18, a distance of 663.09 feet to the point of beginning; thence run northerly, parallel to the west boundary of Section 18, a distance of 195.0 feet; thence run easterly, parallel to the south boundary of Section 18, a distance of 105.0 feet; thence run southerly, parallel to the west boundary of Section 18, a distance of 195.0 feet; thence run westerly, parallel to the south boundary of Section 18, a distance of 105.0 feet to the point of beginning. TOGETHER with rights of way for ingress and egress as of record, more fully set forth in Official Record Book 143, Page 387, LESS Road Right-of-Way as Deeded in Official Record Book 1892, Page 698.

SUBJECT TO: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority,

restrictions and matters appearing on the plat or otherwise common to the subdivision and public utility easements of record. Taxes for the year 1992 and subsequent years.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

John T. Mulholland, Jr.
JOHN T. MULHOLLAND, JR.
Witness (print name)

Robert D. Dwyer
Witness (print name)

Curtis E. Sloper, Jr.
CURTIS E. SLOPER, JR.

Mary F. Sloper
MARY F. SLOPER

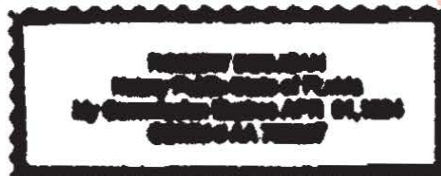
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of April, 1992 by Curtis E. Sloper, Jr. and Mary F. Sloper, his wife, who are either personally known to me or have produced their driver's licenses issued by the Florida DMV as identification and who did not take an oath.

Robert D. Dwyer
Notary Public (print name)

My commission expires:



16 Floor Type 2	N/A
17 Stories	1



05/01/2002 09:03:53 20020221337
OR BK 13660 PG 1433
Palm Beach County, Florida

R02-066

**AGREEMENT FOR WATER SERVICE OUTSIDE
THE CITY LIMITS AND COVENANT FOR ANNEXATION**

THIS AGREEMENT made this 20 day of March, 2002, by and between JEAN DAHLGREN, TRUSTEE U/A 10/04/89, CLARK E. DAHLGREN AND JEAN DAHLGREN hereinafter called the "Customer", CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation, hereinafter called "Contract Vendee" and the CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "CITY".

WHEREAS, Customer owns real property outside of the jurisdictional limits of the City of Boynton Beach, Florida; and

WHEREAS, Customer has requested that the City of Boynton Beach, Florida provide water service to the property owned by Customer; and

WHEREAS, in order for the Contract Vendee to obtain zoning approval for commercial development from the Palm Beach County Board of County Commissioners, the property owner must be able to access water services; and

WHEREAS, the Contract Vendee only requires water service if it purchases the subject property from Customer; and

WHEREAS, all parties recognize that this agreement is valid only upon the occurrence of the Contract Vendee, Continental Homes of Florida, Inc., purchasing the property from Customer, at which time the Customer will voluntary annex into the City of Boynton Beach; and

WHEREAS, the City of Boynton Beach has the ability to provide water service to Customer's property; and

WHEREAS, the City of Boynton Beach has a policy which conditions the grant of water services outside of its jurisdictional limits on annexation of the property to be serviced into the City at the earliest practicable time.

NOW THEREFORE, for and in consideration of the privilege of receiving water service from the Municipal Water System and the mutual covenants expressed herein, the City of Boynton Beach, the Customer, the Contract Vendee and their respective heirs, successors and assigns, agree as follows:

1. The City agrees to provide Customer with water service from its Municipal Water System to service the real property (the "Property") described as follows and which Customer represents is owned by Customer; (Exhibit A).
2. The Customer and the City hereby agree that there are 120.5

Equivalent Residential Connections which City shall service.

3. The Customer agrees to pay all costs and fees of engineering, material, labor, installation and inspection of the facilities as required by the City of Boynton Beach Code of Ordinances or Land Development regulations to provide service to the Customer's premises. The Customer shall be responsible for installation in conformance with all codes, rules and regulations applicable to the installation and maintenance of water service lines upon the Customer's premises. All such lines shall be approved by the Director of Utilities and subject to inspection by the City Engineers. The City shall have the option of either requiring the Customer or, if the said real property has been transferred, the transferee, to perform the work necessary to conform the lines or the City may have the work performed on behalf of the Customer, in which case the Customer, or if the said real property has been transferred, the transferee, will pay in advance all estimated costs thereof. In the event the City has such work performed, the Customer, or if the said real property has been transferred, the transferee, will also advance such additional funds as may be necessary to pay the total actual costs incurred by the City.
4. Any water main extension made pursuant to this Agreement shall be used only by the Customer, unless written consent is granted by the City of Boynton Beach for other parties to connect. All connections shall be made in accordance with the Codes and regulations of Boynton Beach.
5. Title to all mains, extensions and other facilities extended from the City Water Distribution System to and including the metered service to Customer shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.
6. The Customer agrees to pay all charges, deposits and rates for service and equipment in connection with water service outside the City limits applicable under City Ordinances and rate schedules which are applicable which may be changed from time to time.
7. Any rights-of-way or easements necessary to accommodate the connections shall be provided by the Customer to the City.
8. The Customer shall, contemporaneously execute and deliver to the City an Irrevocable Special Power of Attorney granting to the City the power and authority to execute and advance on behalf of the Customer a voluntary petition for annexation. Customer covenants that it shall cooperate with the City and not raise opposition or challenge to such annexation if and when annexation is initiated. The property shall be subject to annexation at the option of the City at any time the property is eligible under any available

means or method for annexation. Customer will inform any and all assigns or purchasers of any or part of this property of this covenant and of the irrevocable special power of attorney, but Customer's failure to provide such notice shall not constitute a defense or bar to the city's rights as set forth herein. The Customer acknowledges that the consideration of initially connecting to the city's water supply is sufficient to support the grant of the power of attorney any subsequent disconnection or lack of service shall in no way impair the power of attorney nor constitute a diminution or lack of consideration.

9. The Customer acknowledges that this covenant regarding annexation is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement and the power of attorney referenced herein is to be recorded in the Public Records of Palm Beach County, Florida, and the Customer and all subsequent transferees, grantees, heirs or assigns of Customer shall be binding on the Customer and all successors and assigns.
10. It is agreed that the City shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations or requirements of local, regional, State or Federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties or other circumstances beyond the City's reasonable control.
11. The Customer, or if the said real property has been transferred, the transferee, hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, Florida, its Mayor, Members of the City Commission, Officers, employees and agents (both in their individual and official capacities) from and against all claims, damages, law suits and expenses including reasonable attorneys fees (whether or not incurred on appeal or in connection with post judgment collection) and costs rising out of or resulting from the Customers obligation under or performance pursuant to this Agreement.
12. No additional agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing executed by the parties to be bound thereby.
13. Customer hereby acknowledges that it has currently entered into a contract with Continental Homes of Florida, Inc. for the sale of Property conditioned

upon the Contract Vendee obtaining approval from the Palm Beach County Board of Commissioners and/or other municipal agencies' zoning approval for ~~commercial~~ development of the Property and other conditions.
residential

14. This agreement shall not be effective until and unless the Customer transfers legal fee title to the Property to Continental Homes of Florida, Inc. or its successors or assigns in accordance with the terms of the contract referred to in paragraph 13 mentioned above. Furthermore, no documents, including this agreement, shall be recorded unless title to the Property is so conveyed to Continental Homes of Florida, Inc. or to its successors or assigns. Upon such transfer of title, this agreement shall be in full force and effect and all obligations hereunder on the part of Customer shall be automatically transferred and assumed by the grantee named in the deed from Customer conveying title to the Property as aforesaid, whereupon Jean Dahlgren, Trustee U/A 10/04/89, Clark E. Dahlgren and Jean Dahlgren, their heirs and assigns, shall be deemed released from any further liability or obligation hereunder.

15. ***

IN WITNESS WHEREOF, the parties have set their hands and seals this 20 day of March, 2002.

WITNESSES:

Joyce S. Villar
Name: Joyce S. Villar

A. Marie Formel
Name: AM Formel

Joyce S. Villar
Name: Joyce S. Villar

A. Marie Formel
Name: AM Formel

Joyce S. Villar
Name: Joyce S. Villar

A. Marie Formel
Name: AM Formel

CUSTOMER

Jean Dahlgren
Jean Dahlgren, Trustee U/A 10/04/89

Clark E. Dahlgren
Clark E. Dahlgren

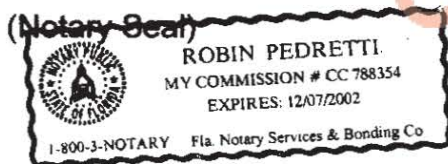
Jean Dahlgren
Jean Dahlgren

*** Notwithstanding any other term or provision in this Agreement, this Agreement will be null and void, if, Continental Homes of Florida, Inc. has not acquired the property by July 22, 2002.

STATE OF FLORIDA)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jean Dahlgren, Trustee U/A 10/04/89, Clark E. Dahlgren and Jean Dahlgren, to me known to be the person(s) described in and who executed the foregoing instrument that they acknowledged before me that they executed the same; that each individual are each personally known to me and/or each provided the following proof of identification:

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of March, 2002.



Robin Pedretti
 Notary Public

WITNESSES:

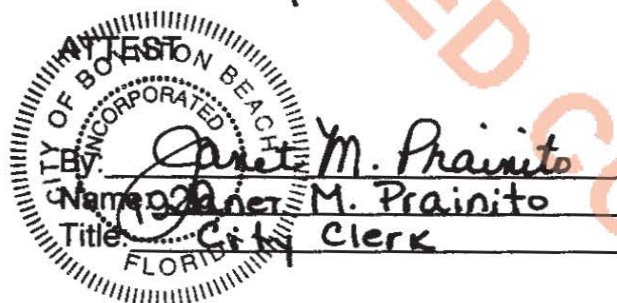
Mary Anne Sarka
 Name: MARY ANNE SARKA
Betty L. Sangi
 Name: BETTY L. SANGI

CITY

City of Boynton Beach, a municipal corporation of the State of Florida

By: Gerald F. Broening
 Name: GERALD F. BROENING
 Title: MAYOR

Mary Anne Sarka
 Name: MARY ANNE SARKA
Betty L. Sangi
 Name: BETTY L. SANGI



STATE OF FLORIDA)
) SS:
 COUNTY OF _____)

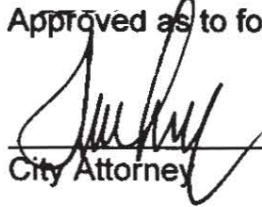
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, Mayor and _____, City Clerk respectively, of the City named in the foregoing agreement and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said City and the City seal affixed thereto is the true corporate seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2002.

(Notary Seal)

 Notary Public

Approved as to form:



 City Attorney

Legal Description Approved:

WITNESSES:

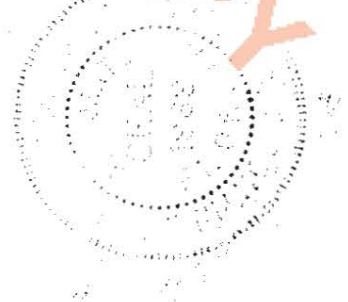

 Name: Joyce S. Villar


 Name: Ann Marie Forrester

CONTRACT VENDEE

Continental Homes of Florida, Inc.,
 a Florida corporation

By: 
 Name: Paul Romanowski
 Title: Division President



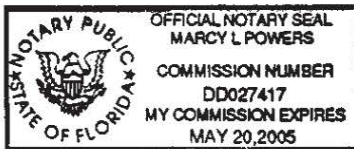
STATE OF FLORIDA)

COUNTY OF Broward) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Paul Romanowski, Division President of Continental Homes of Florida, Inc., a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument that he/she acknowledged before me that he/she executed the same; that the individual was personally known to me or provided the following proof of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, 2002.

(Notary Seal)



Marcy L. Powers
Notary Public

LEGAL DESCRIPTION

Exhibit "A"

PARCEL A:

Being a part of Lots 1, 2 and 8, of the amended plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, page 74, Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road as now laid out and in use; thence running along the centerline of Lawrence Road, on an assumed bearing of South 02°18'40" West, a distance of 709.2 feet to a point in easterly extension of the South line of said Lot 1, and the POINT OF BEGINNING; thence continuing South 02°18'40" West, a distance of 396.0 feet to a point; thence running North 89°59'10" West, a distance of 348.06 feet to a point; thence running South 02°45'40" West, a distance of 9.2 feet to a point; thence running South 89°57'20" East, a distance of 348.12 feet to a point in the centerline of said Lawrence Road; thence running South 02°18'40" West, along said centerline, a distance of 264.0 feet to a point on the easterly extension of the South line of said Lot 8; thence running North 89°57'20" West, along said South line, a distance of 817.14 feet to a point; thence running North 03°13'30" East, a distance of 1298.2 feet to a point in the South right-of-way line of L.W.D.D. Canal L-18; thence running due East, along said South right-of-way line, a distance of 455.0 feet to a point; thence running South 02°40'32" West, a distance of 629.04 feet to a point in the South line of said Lot 1; thence running South 89°59'10" East, a distance of 345.5 feet to the POINT OF BEGINNING. Excepting therefrom the East 40 feet of the South 669.2 feet for road right-of-way;

ALSO being a part of Lot 8, amended Plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, Page 74, Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road, as now laid out and in use; thence running along the centerline of Lawrence Road, on an assumed bearing of South 02°18'40" West, a distance of 709.20 feet to the POINT OF BEGINNING; thence continuing South 02°18'40" West, along said centerline a distance of 9.2 feet to a point; thence running North 89°57'20" West a distance of 348.12 feet to a point; thence running North 02°45'32" East, a distance of 9.2 feet to a point; thence running South 89°59'10" East, a distance of 348.06 feet to the POINT OF BEGINNING. Excepting therefrom the East 40 feet for road right-of-way.

COPY

EXHIBIT "A"
continued

PARCEL B:

The South 132 feet of the East $\frac{1}{2}$ of Tract 1 of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 9, Page 74.

PARCEL C:

The North 150 feet of the East $\frac{1}{2}$ of Tract 1 of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 9, Page 74:

LESS the road right-of-way for Lawrence Road and Hypoluxo Road and Lake Worth Drainage District L-18 Canal right-of-way and further less the West 7 feet of the East 25 feet of the South 110 feet of the North 150 feet of Tract 1 of said subdivision as shown on the amended Plat recorded in Plat Book 9, Page 74, Public Records of Palm Beach County, Florida.

PARCEL D:

The South One Hundred Fourteen feet (S. 114 ft.) Of the North Two Hundred Sixty-Four (N. 264 ft.) of the East Half (E $\frac{1}{2}$) of Tract One (1) of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 9, Page 74.

EXHIBIT "A"
continued

PARCEL E

All that portion of the east half (E 1/2) of Tract 1, in the northeast quarter (NE ¼) of the MARY A. LYMAN ET AL AMENDED PLAT of Section 12, Township 45 south, Range 42 east, as recorded in Plat Book 9, page 74, Public Records of Palm Beach County, Florida;

LESS the north 264 feet of said Tract 1; and

LESS the south 264 feet of said Tract 1; and

LESS the east 40 feet for road right-of-way.

LESS and except that portion taken by Order of Taking recorded in O.R. Book 11768, Page 634 and Amended Order of Taking recorded in O.R. Book 11788, Page 934, Public Records of Palm Beach County, Florida.

IRREVOCABLE SPECIAL POWER OF ATTORNEY

STATE OF FLORIDA

COUNTY OF Broward

I, JEAN DAHLGREN, TRUSTEE U/A 10/04/89, CLARK E. DAHLGREN AND JEAN DAHLGREN, hereinafter "Grantee", hereby make, constitute and appoint THE CITY OF BOYNTON BEACH, FLORIDA my true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property (the "Property") which is the subject of this power is described in Exhibit "A" attached hereto.

The Grantee hereby acknowledges that it has currently entered into a contract for sale with CONTINENTAL HOMES OF FLORIDA, INC., ("Contract Vendee") for the sale of the Property conditioned upon the Contract Vendee obtaining from the Palm Beach County Board of Commissioners and/or other municipal agencies' zoning approval for commercial development of the Property and other conditions.

This Irrevocable Special Power of Attorney shall not be effective until and unless the Grantee transfers legal fee title to the property to CONTINENTAL HOMES OF FLORIDA, INC., or its successors or assigns in accordance with the terms of the contract for sale. Upon such transfer of title, this Irrevocable Special Power of Attorney shall be in full force and effect and all obligations hereunder on the part of Grantee shall be automatically transferred and assumed by CONTINENTAL HOMES OF FLORIDA, INC., whereupon Jean Dahlgren, Trustee U/A 10/04/89, Clark E. Dahlgren and Jean Dahlgren their heirs and assigns, shall be deemed released from any further liability or obligation hereunder.

The Contract Vendee joins in this Irrevocable Special Power of Attorney for purposes of agreeing to the terms hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 20 day of March, 2002.

Sealed and delivered in the presence of:

Witnesses:

Joyce S. Villar
Name: JOYCE S. VILLAR

Jean Dahlgren
Jean Dahlgren, Trustee U/A 10/01/89

Ann Formel
Name: Ann Formel

Clark E. Dahlgren
Clark E. Dahlgren

Joyce S. Villar
Name: JOYCE S. VILLAR

Ann Formel
Name: Ann Formel

Jean Dahlgren
Jean Dahlgren

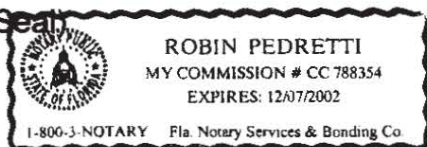
Joyce S. Villar
Name: JOYCE S. VILLAR

Ann Formel
Name: Ann Formel

STATE OF FLORIDA)
COUNTY OF Broward) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of March, 2002, by Jean Dahlgren, Trustee U/A 10/04/89, who is known to me and/or who has produced personally know as identification and who did/did not take an oath.

(Notary Seal)

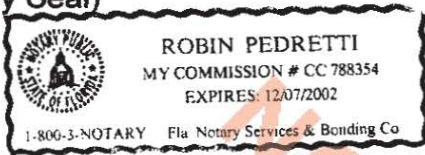


Robin Pedretti
Notary Public

STATE OF FLORIDA)
) SS:
 COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of March, 2002, by Clark E. Dahlgren, who is known to me and/or who has produced personally know as identification and who did/did not take an oath.

(Notary Seal)

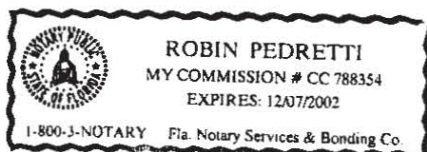


Robin Pedretti
 Notary Public

STATE OF FLORIDA)
) SS:
 COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of March, 2002, by Jean Dahlgren, who is known to me and/or who has produced personally know as identification and who did/did not take an oath.

(Notary Seal)



Robin Pedretti
 Notary Public

Witnesses:

Karl Albertson
 Name: Karl Albertson

LIND MARCIA
 Name: LIND MARCIA

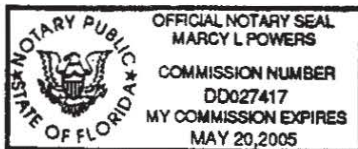
Continental Homes of Florida, Inc.,
 a Florida corporation

By: Paul Romanowski
 Name: Paul Romanowski
 Title: Division President

STATE OF FLORIDA)
) SS:
 COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of March, 2002 by Paul Romanowski, as Division President of Continental Homes of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She is known to me and/or has produced as identification and who did/did not take an oath.

(Notary Seal)



Marcy L. Powers
 Notary Public

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OPINION OF TITLE

**To: City of Boynton Beach
Office of the Director of Utilities**

With the understanding that this Opinion of Title is furnished to the City of Boynton Beach Office of the Director of Utilities, as an inducement for acceptance of a water service agreement, it is hereby certified that I have examined Title Commitment Number CF-0452379, issued by Attorneys' Title Insurance Fund, Inc. and First American Title Insurance Company Title Update covering the period from the beginning to January 6, 2001 at 11:00 p.m., inclusive, of the following described property:

See Exhibit "A" Attached Hereto.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Jean Dahlgren, Trustee Owner
U/A 10/04/89

Clark E. Dahlgren and Owner
Jean Dahlgren

Subject to the following encumbrances, liens and other exceptions
(If "none" please indicate):

1. **RECORDED MORTGAGES:** None
2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**
None
3. **GENERAL EXCEPTIONS:**
 - A. Rights or claims of parties in possession not shown by the public records.
 - B. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 - C. Easements or claims of easements not shown by the public records.
 - D. Any lien, or right to a lien, for services, or material

Opinion of Title
Page 2

heretofore furnished, imposed by law and not shown by the public records.

- E. Taxes or special assessments which are not shown as existing liens by the public records.

4. **SPECIAL EXCEPTIONS:**

- A. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Amended Plat of Section 12, Township 45 South, Range 42 East, Mary A. Lyman, et al., as recorded in Plat Book 9, Page 74.
- B. Easement to Florida Power & Light Company recorded in Official Records Book 649, Page 436.
- C. Rights of Country Joe's Nursery, Inc., a Florida corporation, as a tenant under an unrecorded lease dated June 1, 1997.
- D. Order by Lake Worth Drainage District establishing drainage districts as recorded in Official Records Book 6495, Page 761.
- E. Subject to the right-of-way for Lawrence Road as now laid out and in use.
- F. Right-of-Way Deed in favor of Palm Beach County, Florida, as recorded in Official Records Book 3653, Page 529.
- G. Agreement between Palm Beach County and Lake Worth Drainage District recorded August 24, 2001 in Official Records Book 12847, Page 1497.

NOTE: All of the recording information contained herein refers to the Public Records of Palm Beach County, Florida, unless otherwise indicated.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Jean Dahlgren, Trustee U/A 10/04/89	Owner	

Opinion of Title
Page 3

Clark E. Dahlgren and Owner
Jean Dahlgren

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 15th day of February, 2002.

Juan E. Rodriguez
Name

Juan E. Rodriguez, Esquire

Print Name

Florida Bar No. 0616461

Address:

80 S.W. 8th Street, Suite 2550

Miami, Florida 33130

STATE OF FLORIDA

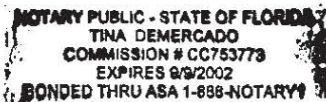
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15th day of February, 2002, by Juan E. Rodriguez, who is personally known to me.

My Commission Expires:

Tina deMercado
Notary Public

Tina deMercado
Print Name



LEGAL DESCRIPTION

Exhibit "A"

PARCEL A:

Being a part of Lots 1, 2 and 8, of the amended plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, page 74, Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road as now laid out and in use; thence running along the centerline of Lawrence Road, on an assumed bearing of South 02°18'40" West, a distance of 709.2 feet to a point in easterly extension of the South line of said Lot 1, and the POINT OF BEGINNING; thence continuing South 02°18'40" West, a distance of 396.0 feet to a point; thence running North 89°59'10" West, a distance of 348.06 feet to a point; thence running South 02°45'40" West, a distance of 9.2 feet to a point; thence running South 89°57'20" East, a distance of 348.12 feet to a point in the centerline of said Lawrence Road; thence running South 02°18'40" West, along said centerline, a distance of 264.0 feet to a point on the easterly extension of the South line of said Lot 8; thence running North 89°57'20" West, along said South line, a distance of 817.14 feet to a point; thence running North 03°13'30" East, a distance of 1298.2 feet to a point in the South right-of-way line of L.W.D.D. Canal L-18; thence running due East, along said South right-of-way line, a distance of 455.0 feet to a point; thence running South 02°40'32" West, a distance of 629.04 feet to a point in the South line of said Lot 1; thence running South 89°59'10" East, a distance of 345.5 feet to the POINT OF BEGINNING. Excepting therefrom the East 40 feet of the South 669.2 feet for road right-of-way;

ALSO being a part of Lot 8, amended Plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, Page 74, Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road, as now laid out and in use; thence running along the centerline of Lawrence Road, on an assumed bearing of South 02°18'40" West, a distance of 709.20 feet to the POINT OF BEGINNING; thence continuing South 02°18'40" West, along said centerline a distance of 9.2 feet to a point; thence running North 89°57'20" West a distance of 348.12 feet to a point; thence running North 02°45'32" East, a distance of 9.2 feet to a point; thence running South 89°59'10" East, a distance of 348.06 feet to the POINT OF BEGINNING. Excepting therefrom the East 40 feet for road right-of-way.

COPY

EXHIBIT "A"
continued

PARCEL B:

The South 132 feet of the East $\frac{1}{2}$ of Tract 1 of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 9, Page 74.

PARCEL C:

The North 150 feet of the East $\frac{1}{2}$ of Tract 1 of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 9, Page 74:

LESS the road right-of-way for Lawrence Road and Hypoluxo Road and Lake Worth Drainage District L-18 Canal right-of-way and further less the West 7 feet of the East 25 feet of the South 110 feet of the North 150 feet of Tract 1 of said subdivision as shown on the amended Plat recorded in Plat Book 9, Page 74, Public Records of Palm Beach County, Florida.

PARCEL D:

The South One Hundred Fourteen feet (S. 114 ft.) Of the North Two Hundred Sixty-Four (N. 264 ft.) of the East Half (E $\frac{1}{2}$) of Tract One (1) of the Subdivision of the NE $\frac{1}{4}$ of Section 12, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 9, Page 74.

EXHIBIT "A"
continued

PARCEL E

All that portion of the east half (E 1/2) of Tract 1, in the northeast quarter (NE ¼) of the MARY A. LYMAN ET AL AMENDED PLAT of Section 12, Township 45 south, Range 42 east, as recorded in Plat Book 9, page 74, Public Records of Palm Beach County, Florida;

LESS the north 264 feet of said Tract 1; and

LESS the south 264 feet of said Tract 1; and

LESS the east 40 feet for road right-of-way.

LESS and except that portion taken by Order of Taking recorded in O.R. Book 11768, Page 634 and Amended Order of Taking recorded in O.R. Book 11788, Page 934, Public Records of Palm Beach County, Florida.

**AGREEMENT FOR WATER SERVICE OUTSIDE
THE CITY LIMITS AND COVENANT FOR ANNEXATION**

THIS AGREEMENT made this 19 day of March, 2002, by and between WILMER FREDERICK BAUER, JR. AS TRUSTEE OF THE WILMER FREDERICK BAUER TRUST DATED THE 27TH DAY OF FEBRUARY, 1990, AND AS TRUSTEE OF THE ALICE SPENCER BAUER TRUST DATED THE 27TH DAY OF FEBRUARY, 1990, hereinafter called the "Customer", CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation, hereinafter called "Contract Vendee" and the CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "CITY".

WHEREAS, Customer owns real property outside of the jurisdictional limits of the City of Boynton Beach, Florida; and

WHEREAS, Customer has requested that the City of Boynton Beach, Florida provide water service to the property owned by Customer; and

WHEREAS, in order for the Contract Vendee to obtain zoning approval for commercial development from the Palm Beach County Board of County Commissioners, the property owner must be able to access water services; and

WHEREAS, the Contract Vendee only requires water service if it purchases the subject property from Customer; and

WHEREAS, all parties recognize that this agreement is valid only upon the occurrence of the Contract Vendee, Continental Homes of Florida, Inc., purchasing the property from Customer, at which time the Customer will voluntary annex into the City of Boynton Beach; and

WHEREAS, the City of Boynton Beach has the ability to provide water service to Customer's property; and

WHEREAS, the City of Boynton Beach has a policy which conditions the grant of water services outside of its jurisdictional limits on annexation of the property to be serviced into the City at the earliest practicable time.

NOW THEREFORE, for and in consideration of the privilege of receiving water service from the Municipal Water System and the mutual covenants expressed herein, the City of Boynton Beach, the Customer, the Contract Vendee and their respective heirs, successors and assigns, agree as follows:

1. The City agrees to provide Customer with water service from its Municipal Water System to service the real property (the "Property") described as follows and which Customer represents is owned by Customer; (Exhibit A).

2. The Customer and the City hereby agree that there are 120.5 Equivalent Residential Connections which City shall service.
3. The Customer agrees to pay all costs and fees of engineering, material, labor, installation and inspection of the facilities as required by the City of Boynton Beach Code of Ordinances or Land Development regulations to provide service to the Customer's premises. The Customer shall be responsible for installation in conformance with all codes, rules and regulations applicable to the installation and maintenance of water service lines upon the Customer's premises. All such lines shall be approved by the Director of Utilities and subject to inspection by the City Engineers. The City shall have the option of either requiring the Customer or, if the said real property has been transferred, the transferee, to perform the work necessary to conform the lines or the City may have the work performed on behalf of the Customer, in which case the Customer, or if the said real property has been transferred, the transferee, will pay in advance all estimated costs thereof. In the event the City has such work performed, the Customer, or if the said real property has been transferred, the transferee, will also advance such additional funds as may be necessary to pay the total actual costs incurred by the City.
4. Any water main extension made pursuant to this Agreement shall be used only by the Customer, unless written consent is granted by the City of Boynton Beach for other parties to connect. All connections shall be made in accordance with the Codes and regulations of Boynton Beach.
5. Title to all mains, extensions and other facilities extended from the City Water Distribution System to and including the metered service to Customer shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.
6. The Customer agrees to pay all charges, deposits and rates for service and equipment in connection with water service outside the City limits applicable under City Ordinances and rate schedules which are applicable which may be changed from time to time.
7. Any rights-of-way or easements necessary to accommodate the connections shall be provided by the Customer to the City.
8. The Customer shall, contemporaneously execute and deliver to the City an Irrevocable Special Power of Attorney granting to the City the power and authority to execute and advance on behalf of the Customer a voluntary petition for annexation. Customer covenants that it shall cooperate with the

City and not raise opposition or challenge to such annexation if and when annexation is initiated. The property shall be subject to annexation at the option of the City at any time the property is eligible under any available means or method for annexation. Customer will inform any and all assigns or purchasers of any or part of this property of this covenant and of the irrevocable special power of attorney, but Customer's failure to provide such notice shall not constitute a defense or bar to the city's rights as set forth herein. The Customer acknowledges that the consideration of initially connecting to the city's water supply is sufficient to support the grant of the power of attorney any subsequent disconnection or lack of service shall in no way impair the power of attorney nor constitute a diminution or lack of consideration.

9. The Customer acknowledges that this covenant regarding annexation is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement and the power of attorney referenced herein is to be recorded in the Public Records of Palm Beach County, Florida, and the Customer and all subsequent transferees, grantees, heirs or assigns of Customer shall be binding on the Customer and all successors and assigns.
10. It is agreed that the City shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations or requirements of local, regional, State or Federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties or other circumstances beyond the City's reasonable control.
11. The Customer, or if the said real property has been transferred, the transferee, hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, Florida, its Mayor, Members of the City Commission, Officers, employees and agents (both in their individual and official capacities) from and against all claims, damages, law suits and expenses including reasonable attorneys fees (whether or not incurred on appeal or in connection with post judgment collection) and costs rising out of or resulting from the Customers obligation under or performance pursuant to this Agreement.
12. No additional agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing

executed by the parties to be bound thereby.

13. Customer hereby acknowledges that it has currently entered into a contract with Continental Homes of Florida, Inc. for the sale of Property conditioned upon the Contract Vendee obtaining approval from the Palm Beach County Board of Commissioners and/or other municipal agencies' zoning approval for ~~commercial~~ development of the Property and other conditions.
residential
14. This agreement shall not be effective until and unless the Customer transfers legal fee title to the Property to Continental Homes of Florida, Inc. or its successors or assigns in accordance with the terms of the contract referred to in paragraph 13 mentioned above. Furthermore, no documents, including this agreement, shall be recorded unless title to the Property is so conveyed to Continental Homes of Florida, Inc. or to its successors or assigns. Upon such transfer of title, this agreement shall be in full force and effect and all obligations hereunder on the part of Customer shall be automatically transferred and assumed by the grantee named in the deed from Customer conveying title to the Property as aforesaid, whereupon Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust dated the 27th day of February, 1990, and as Trustee of the Alice Spencer Bauer Trust dated the 27th day of February, 1990, their heirs and assigns, shall be deemed released from any further liability or obligation hereunder.

15. ***
IN WITNESS WHEREOF, the parties have set their hands and seals this 19 day of MARCH, 2002.

WITNESSES:

Steve Gloeckner
Name: Steve Gloeckner

Julie Gloeckner
Name: Julie Gloeckner

Steve Gloeckner
Name: Steve Gloeckner

Julie Gloeckner
Name: Julie Gloeckner

CUSTOMER

Wilmer Frederick Bauer Jr as Trustee
Wilmer Frederick Bauer, Jr. as Trustee of
the Wilmer Frederick Bauer Trust dated the
27th day of February, 1990

Wilmer Frederick Bauer Jr as Trustee
Wilmer Frederick Bauer, Jr. as Trustee of
the Alice Spencer Bauer Trust dated the
27th day of February, 1990

*** Notwithstanding any other terms or provisions in this agreement, this Agreement will be null and void, if, Continental Homes of Florida, Inc. has not acquired the property by July 22, 2002.

STATE OF ~~FLORIDA~~ OHIO)
) SS:
 COUNTY OF FRANKLIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust dated the 27th day of February, 1990, and as Trustee of the Alice Spencer Bauer Trust dated the 27th day of February, 1990, to me known to be the person(s) described in and who executed the foregoing instrument that he acknowledged before me that he executed the same; that the individual is personally known to me and/or has provided the following proof of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of MARCH, 2002.

(Notary Seal)

Gerry N. Glendon
 Notary Public ~~Attorney~~
 LIFETIME COMMISSION

WITNESSES:

CITY

City of Boynton Beach, a municipal corporation of the State of Florida

Mary Anne Sarka
 Name: MARY ANNE SARKA

Betty L. Sangi
 Name: BETTY L. SANGI

By: Gerald F. Broening
 Name: GERALD F. BROENING
 Title: MAYOR

Mary Anne Sarka
 Name: MARY ANNE SARKA

Betty L. Sangi
 Name: BETTY L. SANGI

ATTEST
 F BOYNTON BEACH
 INCORPORATED
 By: Janet M. Prainito
 Name: JANET M. PRAINITO
 Title: CITY CLERK
 FLORIDA

STATE OF FLORIDA)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, Mayor and _____, City Clerk respectively, of the City named in the foregoing agreement and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said City and the City seal affixed thereto is the true corporate seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2002.

(Notary Seal)

 Notary Public

Approved as to form:

 City Attorney

Legal Description Approved:

WITNESSES:

Demetra Oshagwu
 Name: Demetra Oshagwu

Melissa Cherry
 Name: Melissa Cherry

CONTRACT VENDEE

Continental Homes of Florida, Inc.,
 a Florida corporation

By: Paul Romanowski
 Name: Paul Romanowski
 Title: Division President

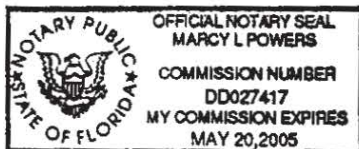
STATE OF FLORIDA)
) SS:
 COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Paul Romanowski, Division President of Continental Homes of Florida, Inc., a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument that he/she acknowledged before me that he/she executed the same; that the individual was personally known to me or provided the following proof of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of March, 2002.

(Notary Seal)

Marcy L. Powers
 Notary Public



h:\library\continen\006413\bauer\document\agreement water service-march6.wpd

EXHIBIT "A"

Being a part of Lot 2, amended plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, Page 74 of the Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road as now laid out and in use; thence running along the centerline of said Hypoluxo Road on an assumed bearing of due West, a distance of 796.2 feet to a point; thence running South 03°-13'-30" West, a distance of 80.14 feet to a point in the South line of L.W.D.D. Canal L-18, and the POINT OF BEGINNING, thence continuing South 03°-13'-30" West, a distance of 1298.2 feet to a point in the South line of said Lot 2; thence running North 89°-57'-20" West, along said South line, a distance of 206.01 feet to Southwest corner of said Lot 2; thence running North 03°-26'-00" East, along the West line of said Lot 2, a distance of 1297.88 feet to a point on the South right-of-way line of L.W.D.D. Canal L-18; thence running due East, along said South right-of-way line, a distance of 202.11 feet to the POINT OF BEGINNING.

IRREVOCABLE SPECIAL POWER OF ATTORNEYSTATE OF ~~FLORIDA~~ OHIOCOUNTY OF FRANKLIN

I, Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust dated the 27th day of February, 1990, and as Trustee of the Alice Spencer Bauer Trust dated the 27th day of February, 1990, hereinafter "Grantee", hereby make, constitute and appoint THE CITY OF BOYNTON BEACH, FLORIDA my true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property (the "Property") which is the subject of this power is described in Exhibit "A" attached hereto.

The Grantee hereby acknowledges that it has currently entered into a contract for sale with CONTINENTAL HOMES OF FLORIDA, INC., ("Contract Vendee") for the sale of the Property conditioned upon the Contract Vendee obtaining from the Palm Beach County Board of Commissioners and/or other municipal agencies' zoning approval for commercial development of the Property and other conditions.

This Irrevocable Special Power of Attorney shall not be effective until and unless the Grantee transfers legal fee title to the property to CONTINENTAL HOMES OF FLORIDA, INC., or its successors or assigns in accordance with the terms of the contract for sale. Upon such transfer of title, this Irrevocable Special Power of Attorney shall be in full force and effect and all obligations hereunder on the part of Grantee shall be automatically transferred and assumed by CONTINENTAL HOMES OF FLORIDA, INC., whereupon Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust dated the 27th day of February, 1990, and as Trustee of the Alice Spencer Bauer Trust dated the 27th day of February, 1990, their heirs and assigns, shall be deemed released from any further liability or obligation hereunder.

The Contract Vendee joins in this Irrevocable Special Power of Attorney for purposes of agreeing to the terms hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 19th day of MARCH, 2002.

Sealed and delivered in the presence of:

Witnesses:

Steve Gloeckner
Name: Steve Gloeckner

Julie Gloeckner
Name: Julie Gloeckner

Steve Gloeckner
Name: Steve Gloeckner

Julie Gloeckner
Name: Julie Gloeckner

Wilmer Frederick Bauer Jr as Trustee
Wilmer Frederick Bauer, Jr. as Trustee of
the Wilmer Frederick Bauer Trust dated the
27th day of February, 1990

Wilmer Frederick Bauer Jr as Trustee
Wilmer Frederick Bauer, Jr. as Trustee of
the Alice Spencer Bauer Trust dated the
27th day of February, 1990

STATE OF ~~FLORIDA~~ OHIO)
)SS:
COUNTY OF FRANKLIN)

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of MARCH, 2002, by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust dated the 27th day of February, 1990, and as Trustee of the Alice Spencer Bauer Trust dated the 27th day of February, 1990 who is known to me and/or who has produced _____ as identification and who did/did ~~not~~ take an oath.

(Notary Seal)

George W. Gloeckner
Notary Public ~~ATTORNEY~~
LIFETIME COMMISSION

Witnesses:

Wanda D. Beavert
Name: Wanda D. Beavert

Robin Pedsett
Name: Robin Pedsett

Continental Homes of Florida, Inc.,
a Florida corporation

By: Paul Romanowski
Name: Paul Romanowski
Title: Division President

STATE OF FLORIDA)

COUNTY OF Broward) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of March, 2002 by Paul Romanowski, as Division President of Continental Homes of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She is known to me and/or has produced _____ as identification and who did/did not take an oath.

(Notary Seal)



Marcy L. Powers
Notary Public

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EXHIBIT "A"

Being a part of Lot 2, amended plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, Page 74 of the Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road as now laid out and in use; thence running along the centerline of said Hypoluxo Road on an assumed bearing of due West, a distance of 796.2 feet to a point; thence running South 03°-13'-30" West, a distance of 80.14 feet to a point in the South line of L.W.D.D. Canal L-18, and the POINT OF BEGINNING, thence continuing South 03°-13'-30" West, a distance of 1298.2 feet to a point in the South line of said Lot 2; thence running North 89°-57'-20" West, along said South line, a distance of 206.01 feet to Southwest corner of said Lot 2; thence running North 03°-26'-00" East, along the West line of said Lot 2, a distance of 1297.88 feet to a point on the South right-of-way line of L.W.D.D. Canal L-18; thence running due East, along said South right-of-way line, a distance of 202.11 feet to the POINT OF BEGINNING.

OPINION OF TITLE

To: City of Boynton Beach
Office of the Director of Utilities

With the understanding that this Opinion of Title is furnished to the City of Boynton Beach Office of the Director of Utilities, as an inducement for acceptance of a water service agreement, it is hereby certified that I have examined Title Commitment Number CF-0311496, issued by Attorneys' Title Insurance Fund, Inc. and First American Title Insurance Company Title Update covering the period from the beginning to February 7, 2001 at 6:00 a.m., inclusive, of the following described property:

See Exhibit "A" Attached Hereto.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Wilmer Frederick Bauer, Owner
Jr., as Trustee(s) of
the Wilmer Frederick
Bauer & Alice Spencer
Bauer Trusts dated
February 27, 1990

Subject to the following encumbrances, liens and other exceptions
(If "none" please indicate):

1. RECORDED MORTGAGES: None
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:
None
3. GENERAL EXCEPTIONS:
 - A. Rights or claims of parties in possession not shown by the public records.
 - B. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 - C. Easements or claims of easements not shown by the public records.

Opinion of Title
Page 2

- D. Any lien, or right to a lien, for services, or material heretofore furnished, imposed by law and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.

4. **SPECIAL EXCEPTIONS:**

- A. Agreement between Lake Worth Drainage District and County of Palm Beach recorded in Deed Book 899, Page 496, as to that portion of the North 40 feet of the East $\frac{1}{2}$ of Section 12, Township 45 South, Range 43 East, lying within 50' of the center line of State Road 809, Sec. 9376-112, according to the plat of said State and County Road Plat Book 1, Page 108 to 113 inclusive.
- B. Easement in favor of Florida Power and Light Company contained in instrument dated June 27, 1961 and recorded June 29, 1961, under Official Records Book 649, Page 436.
- C. Right-of-Way Deed from Palm Beach Farms Company to Lake Worth Drainage District recorded June 25, 1919 in Deed Book 118, Page 518.
- D. Restrictions, conditions, reservations, easements, and other matters contained on the Amended Plat of Sec. 12, Two. 45S, R. 42E, as recorded in Plat Book 9, Page 74.
- E. Agreement between Wilmer and Alice S. Bauer and the City of Boynton Beach for water service outside the city limited dated May 21, 1985 and recorded May 31, 1985 in Official Records Book 4559, Page 322.

NOTE: All of the recording information contained herein refers to the Public Records of Palm Beach County, Florida, unless otherwise indicated.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

Opinion of Title
Page 3

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Wilmer Frederick Bauer, Jr., as Trustee(s) of the Wilmer Frederick Bauer & Alice Spencer Bauer Trusts dated February 27, 1990	Owner	

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 15th day of February, 2002.

Juan E. Rodriguez
 Name
Juan E. Rodriguez, Esquire
 Print Name
Florida Bar No. 0616461
 Address:
80 S.W. 8th Street, Suite 2550
Miami, Florida 33130

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15th day of February, 2002, by Juan E. Rodriguez, who is personally known to me.

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
 TINA DEMERCADO
 COMMISSION # CC753779
 EXPIRES 8/9/2002
 BONDED THRU ASA 1-888-NOTARY

Tina deMercado
 Notary Public
Tina deMercado
 Print Name

EXHIBIT "A"

Being a part of Lot 2, amended plat of Section 12, Township 45 South, Range 42 East, as recorded in Plat Book 9, Page 74 of the Public Records of Palm Beach County, Florida, and more particularly described as follows: Commencing at the centerline intersection of Hypoluxo Road and Lawrence Road as now laid out and in use; thence running along the centerline of said Hypoluxo Road on an assumed bearing of due West, a distance of 796.2 feet to a point; thence running South $03^{\circ}-13'-30''$ West, a distance of 80.14 feet to a point in the South line of L.W.D.D. Canal L-18, and the POINT OF BEGINNING, thence continuing South $03^{\circ}-13'-30''$ West, a distance of 1298.2 feet to a point in the South line of said Lot 2; thence running North $89^{\circ}-57'-20''$ West, along said South line, a distance of 206.01 feet to Southwest corner of said Lot 2; thence running North $03^{\circ}-26'-00''$ East, along the West line of said Lot 2, a distance of 1297.88 feet to a point on the South right-of-way line of L.W.D.D. Canal L-18; thence running due East, along said South right-of-way line, a distance of 202.11 feet to the POINT OF BEGINNING.



LOCATION MAP:
N.T.S.

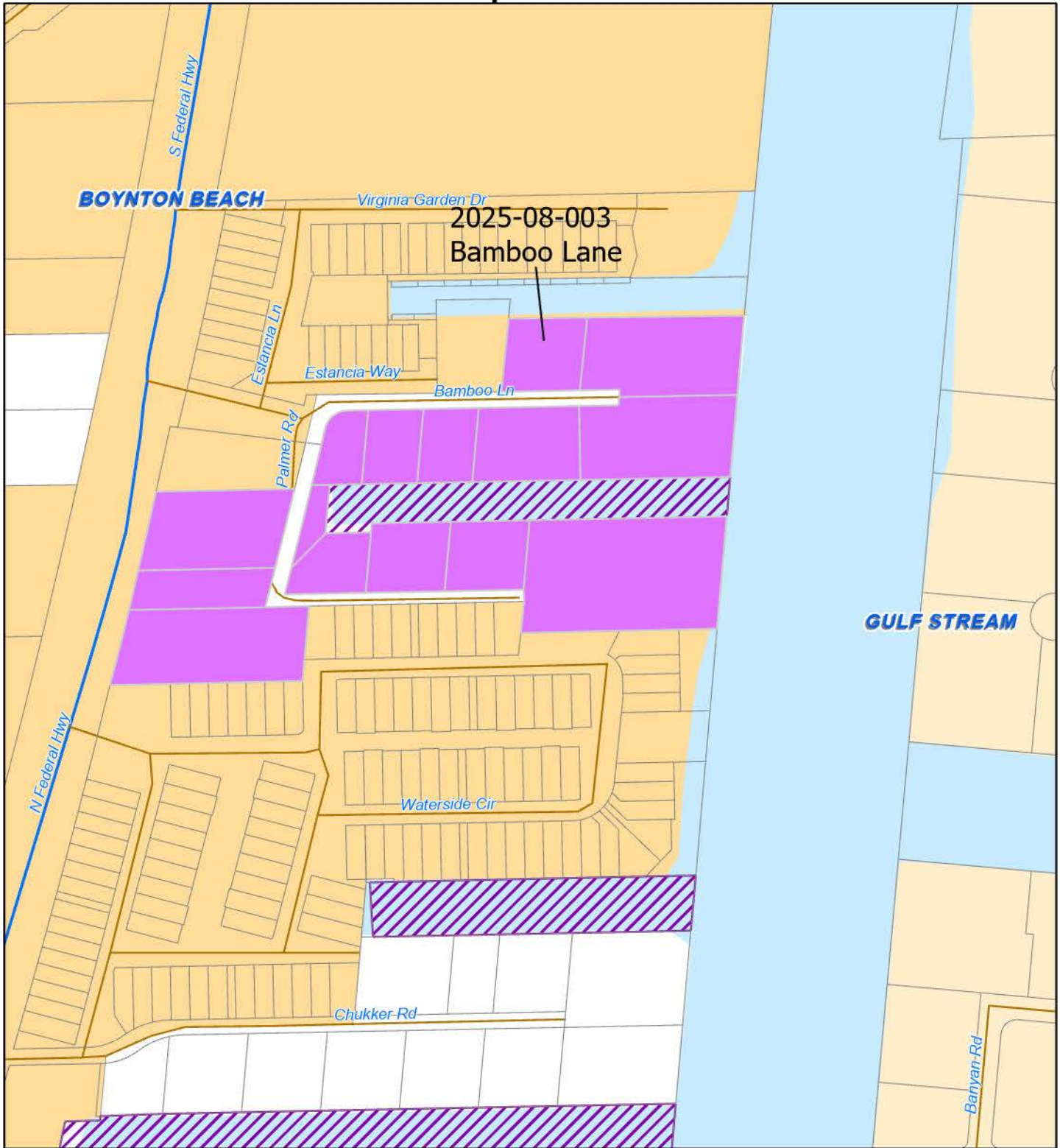
LEGAL DESCRIPTION:

PARCEL A:

Bamboo Lane Location Maps

Boynton Beach Proposed Annexation

Location Map - Bamboo Lane



 Proposed Annexation

 Boynton Beach

 Water

 PBC Owned

Right-of-Way Maintenance

County ROW Maintenance

 County Maintained

 Courtesy Maintained

Other ROW Maintenance

 State Maintained

 Other

Updated: 09/05/2025
Contact: Nicole Delsoin
Filename: N:\DivProj\Annex\FY2025

Note: Map is not official, for informational purposes only
Source: ROW Maintenance Data PBC Engineering
Dept 2015 GISPROD SDE GEODATA.CENTRILINE_LN

0 0.01 0.03 0.04 Miles



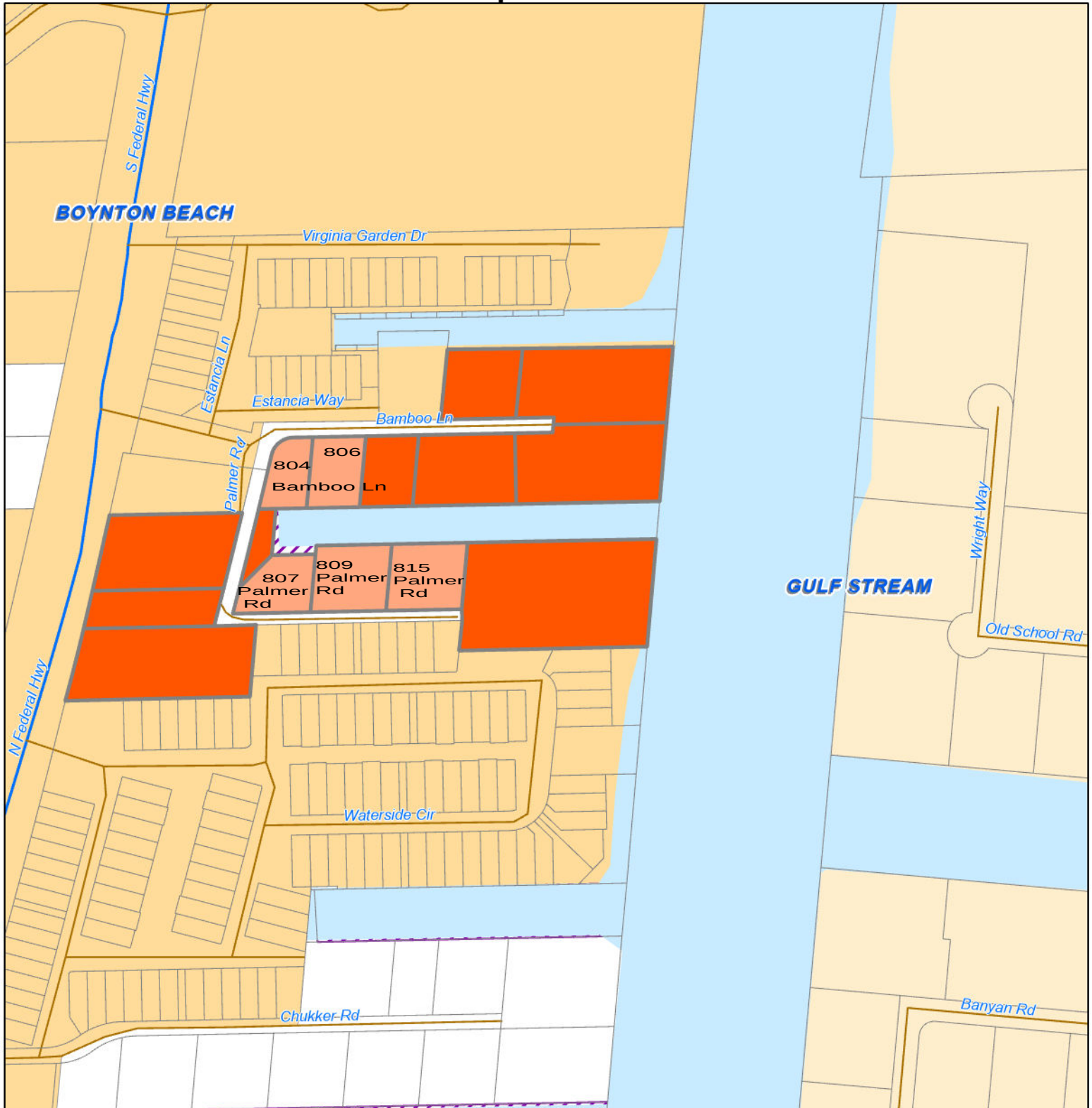
Planning, Zoning
& Building

2300 N. Jog Rd.
West Palm Beach, FL 33411
Phone (561) 233-5300



Boynton Beach Proposed Annexation

Location Map - Bamboo Lane



- | | | | |
|--|---|---|--|
|  Proposed Annexation w/POA |  Water | Right-of-Way Maintenance | |
|  Proposed Annexation without POA |  PBC Owned | County ROW Maintenance | Other ROW Maintenance |
|  Boynton Beach | |  County Maintained |  State Maintained |
| | |  Courtesy Maintained |  Other |

Updated: 08/15/2025
 Contact: Nicole Delsoin
 Filename: N:\DivProj\Annex\FY2025

Note: Map is not official, for informational purposes only
 Source: ROW Maintenance Data PBC Engineering
 Dept 2015 GISPROD SDE GEODATA.CENTERLINE_LN

0 0.01 0.03 0.04 Miles

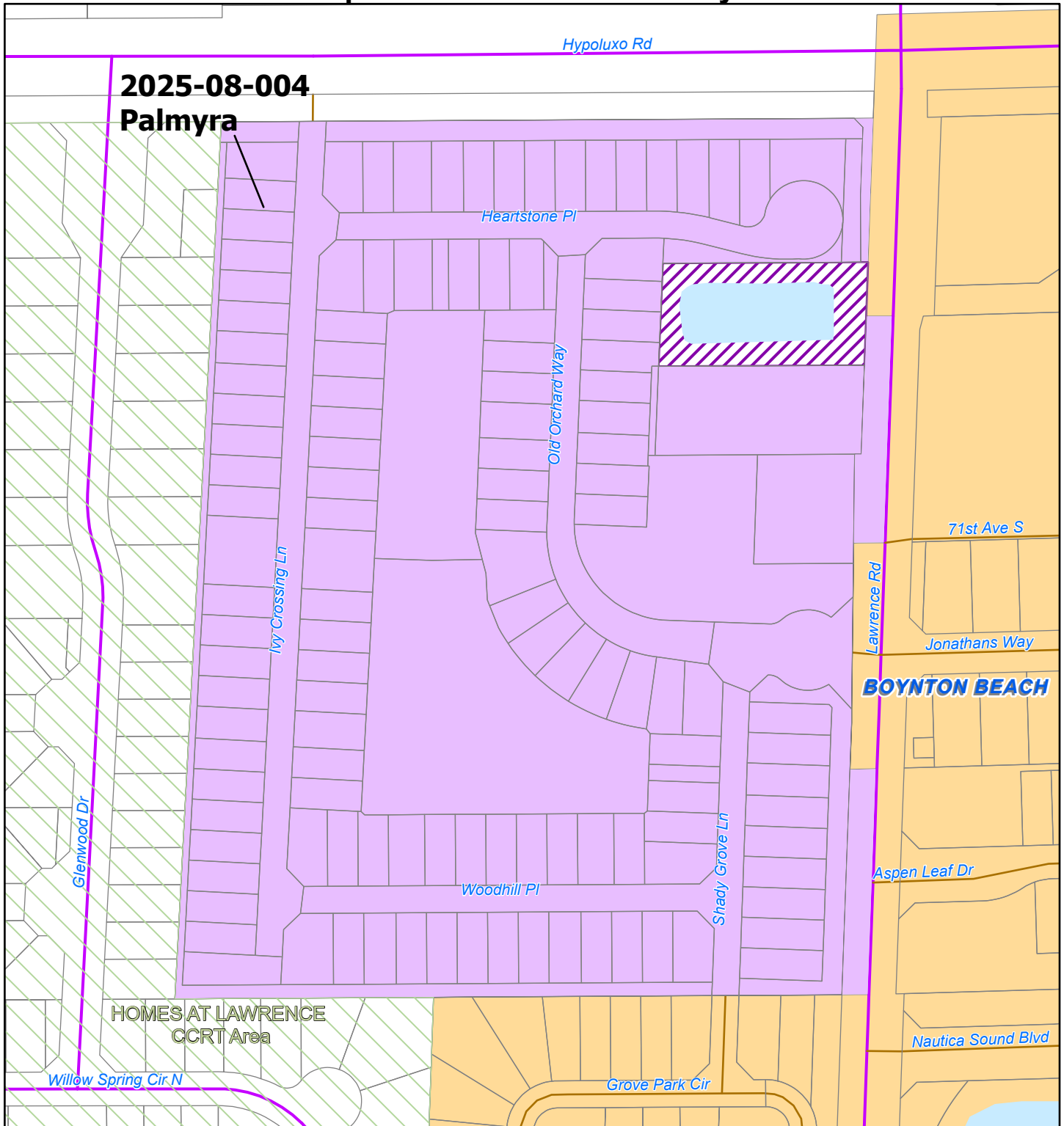


**Planning, Zoning
 & Building**
 2300 N. Jog Rd.
 West Palm Beach, FL 33411
 Phone (561) 233-5300



Palmyra Location Map

Boynton Beach Proposed Annexation - Palmyra



	Proposed Annexation		Water	Right-of-Way Maintenance	
	Boynton Beach		PBC Owned	County ROW Maintenance	Other ROW Maintenance
	CCRT Area		County Maintained		State Maintained
			Courtesy Maintained		Other

Updated: 09/08/2025
Contact: Nicole Delsoin
Filename: N:\DivProj\Annex\FY2025

Note: Map is not official, for informational purposes only
Source: ROW Maintenance Data PBC Engineering
Dept 2015 GISPROD SDE GEODATA.CENTERLINE_LN

0 0.01 0.03 0.04 Miles



**Planning, Zoning
& Building**
2300 N. Jog Rd.
West Palm Beach, FL 33411
Phone (561) 233-5300



Attachment 2

September 25, 2025 BCC Agenda Item
and Presentation



**Planning, Zoning
& Building Department**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbc.gov/pzb

**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"

MEMORANDUM

TO: The Honorable Mayor Maria Marino, Vice Mayor Sara Baxter, and Commissioners Gregg Weiss, Joel Flores, Marci Woodward, Maria Sachs, and Bobby Powell

FROM: Thuy Shutt, AIA, FRA-RA, Planning Director 
Planning Division, PZ&B

DATE: September 24, 2025

RE: **City of Boynton Beach Palmyra and Bamboo Lane Voluntary Annexations Update**

Staff will be providing an update to the Board of County Commissioners (BCC) on the Palmyra and Bamboo Lane Voluntary Annexations at the September 25, 2025 Zoning Hearing.

Summary: Palm Beach County has received a filing for voluntary annexation from the City of Boynton Beach (August 4, 2025). The City seeks to voluntarily annex approximately 39.37 acres of land at the southwest corner of Hypoluxo Road and Lawrence Road (Palmyra) and approximately 4.6 acres of land approximately 570 feet south of the intersection of Federal Highway and Old Dixie Highway on the east side of Federal Highway (Bamboo Lane). The City has scheduled its adoption hearing on October 7, 2025. The filing includes two petitions which include sworn statements from the City Manager, acting as the Attorney-in-Fact, for the property owners through the water service agreements. The issue is whether the consents based on the powers of attorney are proper.

Background: Florida Statutes 171.044, Voluntary Annexation allows the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact to petition the County to annex into the City of Boynton Beach.

If you have any questions, please contact Thuy T. Shutt, Planning Director, at (561) 233-5467 or TShutt@pbc.gov

Attachments: Maps of Proposed Annexation Areas, Petitions, and Water Service Agreements

cc: Patrick Rutter, Deputy County Administrator
Whitney Carroll, Executive Deputy Director, PZB
Thuy Shutt, AIA, FRA-RA, Planning Director, PZB
Darren Leiser, Assistant County Attorney
Captain Byron Smith, PBSO District 6
Jill Gregory, Director II, Fire Rescue

Boynton Beach Vountary Annexations Update Palmyra and Bamboo Lane

Board of County Commissioners Zoning Hearing
September 25, 2025



Planning Division, PZB

Chapter 171, Florida Statutes

Chapter 171, Florida Statutes (F.S.) governs the annexation of land, and defines 'annexation' as "the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality".

1. Ensure sound urban development and accommodation to growth.
2. Establish uniform standards throughout the state.
3. Ensure the efficient provision of urban services to areas that become urban in character.
4. Ensure that areas are not annexed unless municipal services can be provided to those areas.



Chapter 171.044, Voluntary Annexation

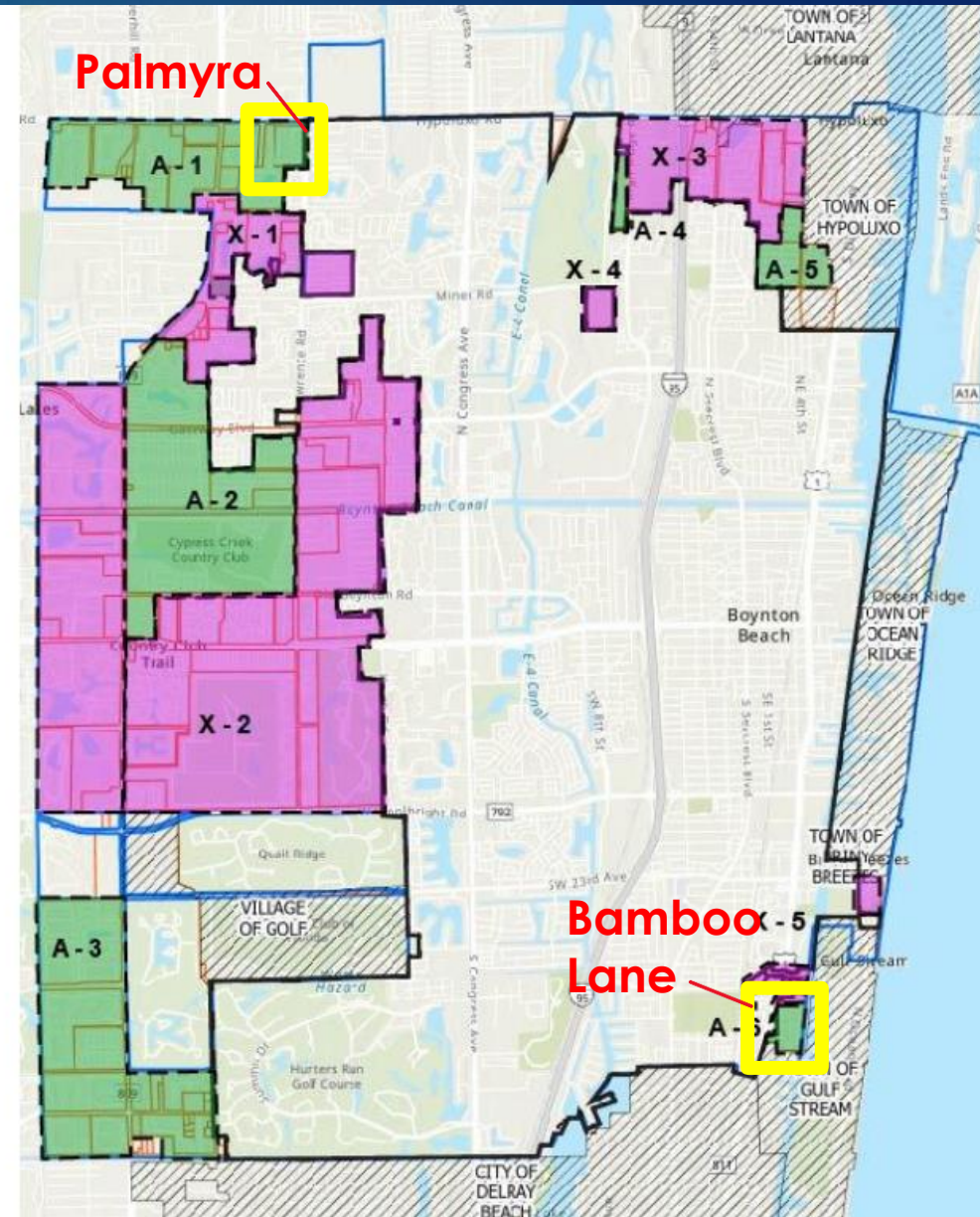
- Property owner petitions an adjacent municipality to be annexed.
- Municipality provides notification to the County.
- Municipality is required to review the ordinance at a public hearing (first reading) and then hold a separate public hearing (second reading) for adopting the ordinance.



ANNEXATION OPTIONS

	Taxable Value	Budget Value
A Areas	\$1,182,862,835	\$9,285,473
X Areas	\$1,791,359,775	\$14,062,174
Total	\$2,974,222,610	\$23,347,647

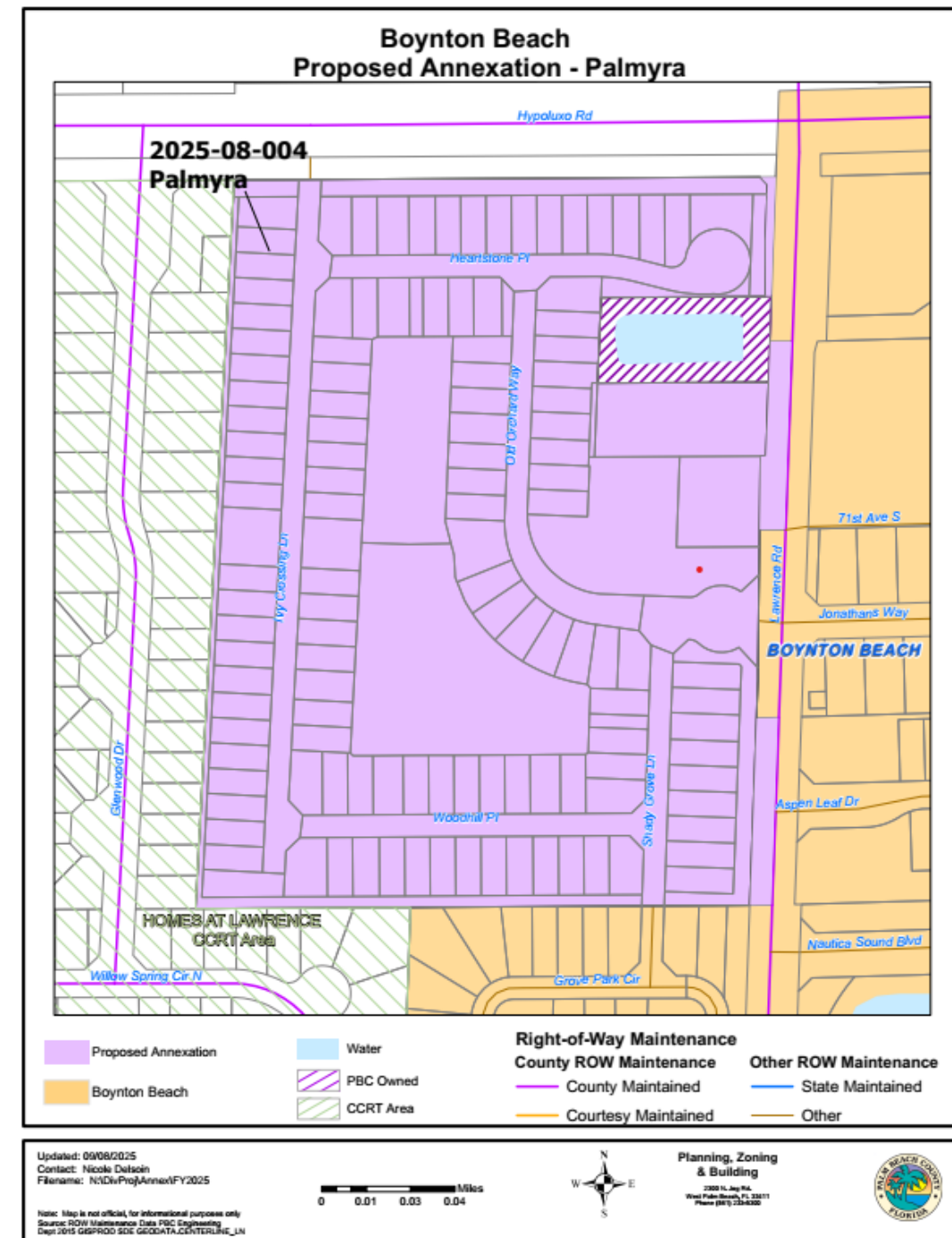
Total Approximate Acreage: 4,467
Total Approximate Population: 34,911



- Source: City of Boynton Beach presentation (2024)

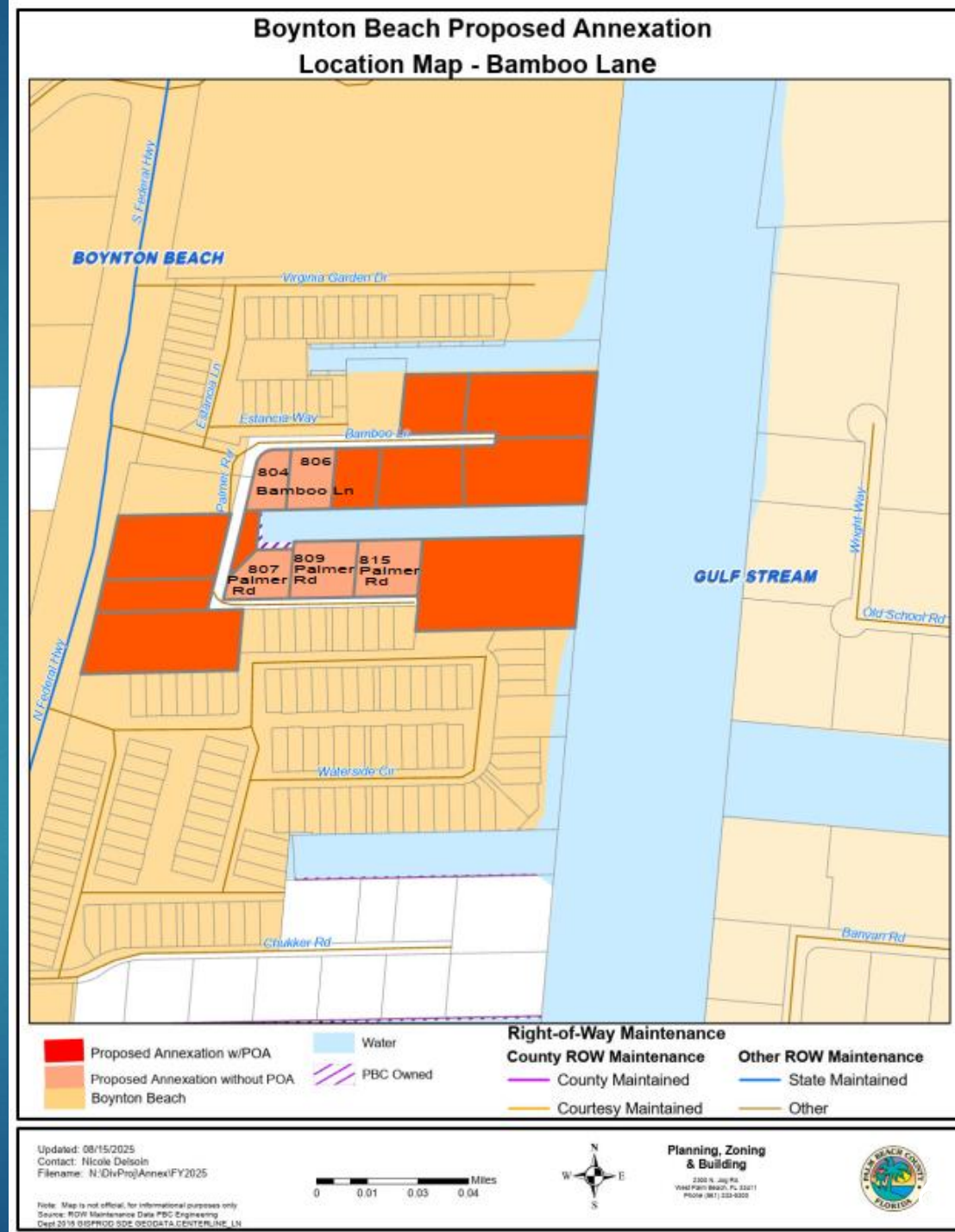
Palmyra – District 2

- The 34.67 Acre area consists of 123 residential lots located at the southwest corner of Hypoluxo and Lawrence Rd. Part of the larger 2024 Boynton Beach annexation feasibility study.
- Petition, signed by the City Manager stating that he has the Power of Attorney (POA), for annexation purposes, from all of the owners of Palmyra development through a water service agreement.



Bamboo Lane – District 4

- The 4.6 acre area proposed to be annexed is located south of the intersection of Old Dixie Hwy and S Federal Highway. Part of the larger 2024 Boynton Beach feasibility study.
- For the Five (5) highlighted parcels, Power-of-Attorney (POA) not signed by current owners. The remaining 10 parcel owners have given POA to the city through water service agreements.



Upcoming City Annexation Meetings

- **2nd Hearing – Tuesday, October 7, 2025.**



Issues for BCC consideration

- Are consents based on the Power of Attorney proper?



Questions?

