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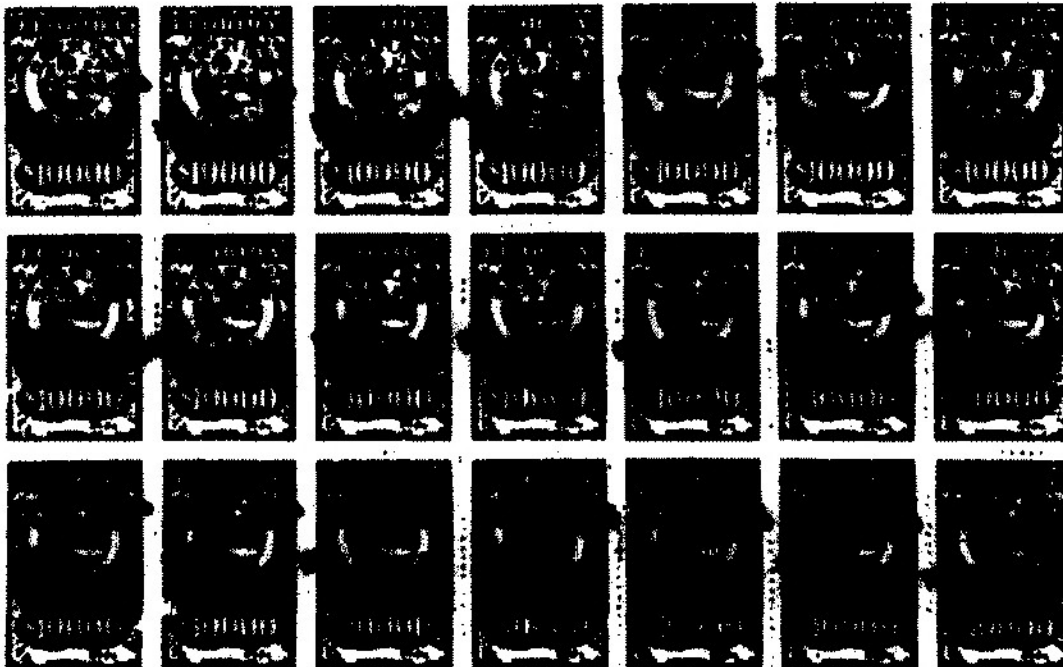
SPECIAL WARRANTY DEED

THIS INSTRUMENT, Made this 9th day of November

A. D. 1955, BETWEEN BANKERS LIFE AND CASUALTY COMPANY, a corporation existing under the laws of the State of Illinois, and duly authorized to transact business in the State of Florida, party of the first part, and NORTH PALM BEACH, INC., a corporation existing under the laws of the State of Florida and whose permanent address is P. O. Box 2612, West Palm Beach, Florida, of the County of Palm Beach, and State of Florida, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth, grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all these certain parcels of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:



State of FLORIDA
County of PALM BEACH

I Hereby Certify, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, N. Eleanor Myers

Vice President of FIRST NATIONAL BANK IN PALM BEACH, a corporation to me well known to be the individual and officer of said corporation described in and who executed the foregoing satisfaction piece and duly acknowledged before me that said corporation executed the same for the purposes therein expressed as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at PALM BEACH, said County and State, this 12th day of

November, A. D. 19 64

N. Eleanor Myers

My Commission expires on the _____
Notary Public, State of Florida at Large
My Commission Expires Oct. 21, 1967, D. 19
Bonds by American Surety Co. of N. Y.

10-21-67

Date

TO

Satisfaction of Mortgage
BY A CORPORATION

PARCEL A

The North Half of the Northwest Quarter, and Government Lot 1, less the plat of Kelsey City, all in Section 21, Township 42 South, Range 43 East; and all that part of the North Half of Section 20, Township 42 South, Range 43 East, lying east of State Road A-1-A, less the Plat of Kelsey City, together with all riparian and littoral rights thereof, and subject to the right of ways for public roads of record.

PARCEL B

Southwest 1/4 of the Southwest 1/4 and Government Lot 4 in Section 16, and South 1/2 of the Southeast 1/4 of Section 17, less the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, all in Township 42 South, Range 43 East together with all riparian and littoral rights thereto, and subject to the rights of way for public road purposes of record.

PARCEL C

Northwest 1/4 of the Southwest 1/4 and Government Lot 3 in Section 16, and North 1/2 of the Southeast 1/4 of Section 17, all in Township 42 South, Range 43 East, together with all riparian and littoral rights thereto, and subject to the rights of way for public road purposes of record.

PARCEL D

Southwest 1/4 of the Northwest 1/4 and Government Lot 2 in Section 16, and South 1/2 of the Northeast 1/4 of Section 17, all in Township 42 South, Range 43 East, together with all riparian and littoral rights thereto, and subject to the rights of way for public road purposes of record.

PARCEL E

Northwest 1/4 of the Northwest 1/4 and Government Lot 1 in Section 16, and North 1/2 of the Northeast 1/4 of Section 17, all in Township 42 South, Range 43 East, together with all riparian and littoral rights thereto, and subject to the rights of way for public road purposes of record.

PARCEL G

All of the East Half of Section 8, Township 42 South, Range 43 East, except the following described portions thereof:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4; the East 3/4 of the South 1/2 of the Northwest 1/4 of the Northeast 1/4; the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4; the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4; the North 185 feet of the East 3/4 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 lying west of Prosperity Creek; the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4; beginning at the Southeast corner of Section 8, Township 42 South, Range 43 East; thence westerly,

along the south line of said section 8, a distance of 2100 feet to a point; thence northerly, making an angle with the preceding course of 86° 10', measured, from east to north, a distance of 2100 feet to a point of deflection; thence northerly, making an angle of deflection to the east, to a point in the south line of the Northeast 1/4 of the Northeast 1/4 of said Section 8, said point being 400 feet westerly from an intersection of said south line of said Northeast 1/4 of the Northeast Quarter with the westerly right of way line of the Intracoastal Waterway, as shown on Florida Inland Navigation District's plat of Section 8 and 4, Township 42 South, Range 43 East, as said plat is recorded in Plat Book 17, Page 10, Public Records of Palm Beach County, Florida; thence easterly, along said south line of the Northeast Quarter of the Northeast Quarter of said Section 8, a distance of 400 feet to an intersection with the said westerly right of way line of the Intracoastal Waterway; thence north-easterly, along said westerly right of way line of the Intracoastal Waterway, to an intersection with the east line of said Section 8; thence southerly, along said east line of Section 8, to the Southeast corner of Section 8, and the point of beginning.

Also including all of Government Lots 1 and 2, Section 9, lying east of the right of way of the Intracoastal Waterway in Township 42 South, Range 43 East; also including Lot 8, 9, 10, 11, 12, 13, 14, 15, and 16, of a subdivision of Government Lot 8 in Section 4, Township 42 South, Range 43 East, according to a plat on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 18, page 4, all land in Government Lot 8, Section 4, Township 42 South, Range 43 East, lying south of the center line of Monet Road and the projection of said center line easterly to the waters of Lake Worth, as said center line of said Monet Road is shown upon the plat of said subdivision of said Section 8, together with any and all riparian and littoral rights to any and all of the included lands herein described, and subject to the rights of way of record for public road purposes, and easements for soil disposal purposes.



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PARCEL F

A parcel of land in Sections 8 and 9, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the waters of Lake Worth with the south line of said Section 9; thence run westerly, along the south line of said Section 9, to the southwest corner thereof; thence westerly, along the south line of said Section 9, a distance of 310 feet; thence northerly, making an angle with the preceding course, measured from east to north, of $86^{\circ} 10'$, a distance of 3100 feet to a point of deflection; thence northerly, making an angle of deflection to the east, to a point in the south line of the Northeast Quarter of the Northeast Quarter of said Section 8, said point being 400 feet westerly from an intersection of said south line of said Northeast Quarter of the Northeast Quarter with the westerly right of way line of the Intracoastal Waterway, as shown on Florida Inland Navigation District's plat of Sections 8 and 9, Township 42 South, Range 43 East, as said plat is recorded in Plat Book 17, page 10, Public Records of Palm Beach County, Florida; thence easterly, along said south line of the Northeast Quarter of the Northeast Quarter of said Section 8, a distance of 400 feet to an intersection with the said westerly right of way line of the Intracoastal Waterway; thence southeasterly, along said westerly right of way line of the Intracoastal Waterway, to the waters of Lake Worth; thence southerly, meandering the waters of the west shore of Lake Worth, to the point of beginning, together with any and all riparian and littoral rights to any and all of the included lands herein described, and subject to the rights of way of record for public road purposes, and easements for soil disposal purposes.

It is not intended by this conveyance to convey any lands situate or lying Easterly of the center line of the waters of Lake Worth.

Subject to:

1. The lien or liens of any and all taxes levied and assessed against the above described lands or any part thereof for the year 1955 and subsequent years.
2. All reservations, restrictions and easements of record and to applicable zoning ordinances and regulations of the Town of Lake Park and the County of Palm Beach.
3. The following described mortgages, presently encumbering Parcels D, E, F and G, above described, to-wit:
 - (a) Mortgage from Tendam, Inc. to Walter W. Foskett, as Trustee of The Caves Company-Mascoak Trust, under Indenture of Trust recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Book 1039, page 180 of Deeds, dated December 18, 1953 and recorded in Mortgage Book 861, at page 379 of the Palm Beach County Records.
 - (b) Mortgage from Ralph Stelkin to Walter W. Foskett, as Trustee of The Caves Company Trust Number One, under Indenture of Trust recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Book 1041, page 323 of Deeds, and Walter W. Foskett, an individual, dated April 26, 1954, and recorded in Mortgage Book 819, at page 344 of the Palm Beach County Records.

which the grantor (party of the first part) covenants and agrees to pay, it being understood and agreed between the parties hereto that the grantee (party of the second part) is not obligated in any way to pay off said mortgages. In the event however that the grantor defaults in making payments on said mortgages, the grantee may make payments thereon or pay off the entire indebtedness represented by said mortgages and receive credit for such payments on the purchase money mortgage which the grantee is this date making, as mortgagor, to the grantor, as mortgagee.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part, for itself and for its successors, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors, and against all and every person or persons whomsoever lawfully claiming or to claim the same, by, through and under the grantor herein, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its Asst.-Secretary the day and year above written.

(Corporate Seal)

BANKERS LIFE AND CASUALTY COMPANY

By C. L. Little
Vice-President

Attest J. B. Bennett
Asst. Secretary

Signed, sealed and delivered in the presence of:

Edwin Freeman

Walter Feldman

STATE OF Illinois
COUNTY OF Cook

I HEREBY CERTIFY, That on this 9th day of November

A. D. 1955, before me personally appeared C. L. Little and J. B. Bennett, respectively Vice-President and Asst. Secretary of BANKERS LIFE AND CASUALTY COMPANY, a corporation existing under the laws of the State of Illinois and duly authorized to transact business in the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to NORTH PALM BEACH, INC., a corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Chicago in the County of Cook, State of Illinois, the day and year last aforesaid.

Walter M. S. [Signature]
Notary Public

My commission expires: March 11, 1958

This instrument was filed for record at 2 P. M. 1955 day of Nov. 1955 and recorded in Book and Page noted above. Notary verified. J. ALEX ANNETTE, Clerk Circuit Court, Palm Beach County, Fla. By [Signature] Deputy Clerk

OFFER TO DEDICATE CANALS

To: Village of North Palm Beach, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida

The undersigned, North Palm Beach, Inc., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the grantor, makes the hereinafter stated offer to dedicate to the above named Village of North Palm Beach, a municipal corporation hereinafter referred to as the grantee, certain canals, as described herein, subject to the terms and conditions stated below:

WHEREAS, the grantor is the owner of the "North Palm Beach Waterway", "Azure Lagoon", "Blue Lagoon" and "Coral Lagoon", as delineated upon and described in Plat of the Village of North Palm Beach, Plat #1, according to the Plat thereof recorded in Plat Book 24 at pages 202 through 206 inclusive, Public Records of Palm Beach County, Florida, and

WHEREAS, the grantor is desirous of dedicating the said waterway and lagoons to the Village of North Palm Beach, subject to such regulatory ordinances as may be enacted by the grantee and subject to the terms and conditions stated below.

NOW WHEREFORE, the grantor does hereby offer to dedicate said waterway and lagoons to the grantee subject to the following terms and conditions:

1. The waters of said waterway and lagoons shall be subject to the joint and several uses of the present and future owners of lots shown on said Plat #1 of the Village of North Palm Beach and said present and future owners shall have the right in favor of themselves, their families, their tenants and their guests to full access, use and enjoyment of said waterway and lagoons for purposes of swimming, boating, fishing and other lawful purposes and uses which may be exercised without committing a trespass upon the lot or property of other owners within the said Plat and

which does not result in the creation of a nuisance to other lot or property owners within said Plat; PROVIDED, however, that said access, use, and enjoyment shall not be exercised for any commercial purpose or for any purpose of obtaining profit.

2. The said waterway and lagoons shall be considered as an integral part of the drainage system of the area and shall therefore be subject to use for drainage purposes to the extent necessary and desirable for the proper drainage of adjacent areas and the grantee is hereby granted full and complete right and authority to enter upon said waterway and lagoons for the purpose of cleaning of, and proper maintenance of said waterway and lagoons.

3. The owners of lots abutting on the said waterway and the owners of lots abutting on said lagoons shall have the right to erect, build, install or construct tie poles, dolphins, mooring piles, docks and piers in the waters of said waterway and lagoons abutting their respective lots; PROVIDED, that no dolphin, mooring pile or tie pole shall be placed more than 20 feet beyond the bulkhead and no dock or pier shall extend more than 15 feet beyond the bulkhead. And PROVIDED FURTHER, that no boat canal or other waterway shall be dug or excavated into any of the water-front lots and no lot or parcel shall be increased in size by filling in the waters on which it abuts. The grantee is hereby granted the full right to enforce, by ordinance or otherwise, the provisos contained in this paragraph.

4. This offer is also subject to the condition that the Village of North Palm Beach accept this offer by written resolution and thereby agree to maintain the said waterway and lagoons as an integral part of the drainage system of the Village and for the use and benefit of its residents and citizens as herein set forth.

5. The waters of said waterway and lagoons may also be used by all of the residents and citizens of said Village of North Palm Beach subject, however, to all of the terms and conditions herein stated.

IN WITNESS WHEREOF the undersigned, North Palm Beach, Inc.
has executed this offer to dedicate subject to all the provisions
hereof this 3rd day of ~~December~~, ^{January} 1957, 1956.

Signed, Sealed and Delivered
in the Presence of:

NORTH PALM BEACH, INC.

Eugene F. Rice

By

Richard E. Ross
President

Norma E. Henning

Attest:

Herbert A. Ross
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this 3rd day of ~~December~~, ^{January} A.D.
1956 before me personally appeared RICHARD E. ROSS and HERBERT A.
ROSS, President and Secretary respectively of NORTH PALM BEACH, INC.,
a corporation under the laws of the State of Florida, to me known
to be the persons described in and who executed the foregoing offer
to dedicate to VILLAGE OF NORTH PALM BEACH and severally acknowledged
the execution thereof to be their free act and deed as such
officers, for the uses and purposes therein mentioned; and that they
affixed thereto the official seal of said corporation, and the
said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at West Palm Beach
in the County of Palm Beach and State of Florida, the day and year
last aforesaid.

Eugene F. Rice
Notary Public

My Commission expires: 7/30/60

This instrument was filed for Record
2 P.M. this 14th day of Jan. 1957
and recorded in Book and Page noted above.
Record verified. J. ALEX ARNETTE, Clerk
Circuit Court, Palm Beach County, Florida.
Barbara Hanna Deputy Clerk

RESOLUTION ACCEPTING OFFER OF DEDICATION

WHEREAS, North Palm Beach, Inc., a corporation has by written offer dated the day of December, 1956, and received by and filed with the Village Clerk of the Village of North Palm Beach, offered to dedicate to the Village of North Palm Beach for the use and benefit of its residents and citizens certain canals now owned by it, more particularly described as follows, to-wit:

"North Palm Beach Waterway", "Azure Lagoon", "Blue Lagoon" and "Coral Lagoon", as delineated upon and described in Plat of the Village of North Palm Beach, Plat #1, according to the Plat thereof recorded in Plat Book 24 at pages 202 through 206 inclusive, Public Records of Palm Beach County, Florida,

subject to certain terms and conditions expressed in the offer, and

WHEREAS, it is to the interest and benefit of the Village of North Palm Beach and its residents and citizens at large that the offer be accepted by the Village of North Palm Beach subject to all the terms and conditions thereof.

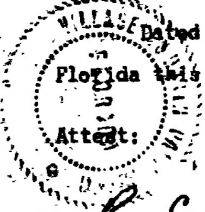
NOW WHEREFORE, be it Resolved:

1. That the Village of North Palm Beach does hereby accept the said offer to dedicate subject to all the terms and conditions therein expressed.

2. That the Village of North Palm Beach does hereby expressly agree to maintain said waterway and lagoons as an integral part of the drainage system of the Village and for the use and benefit of its residents and citizens as there set forth.

3. That the Mayor and Village Clerk of the Village of North Palm Beach be and they are hereby authorized to do all acts and execute all instruments appropriate or necessary in carrying out the terms of said offer.

Dated at Village of North Palm Beach, Palm Beach County, Florida this 7th day of ~~December~~ ^{JANUARY 1957} 1956.




R. C. Puffed
Village Clerk

Charles O. Cunningham
Mayor

This instrument was filed for Record
I.P.M. this 14th day of Jan. 1957
and Recorded in Book and Page noted above.
Record verified, J. ALEX ARNETTE, Clerk
Circuit Court, Palm Beach County, Florida.
By Antonia Hanna Deputy Clerk

VILLAGE OF NORTH PALM BEACH PLAT NO. 1

IN SECTIONS 16 & 17, TWP. 42 S., RGE. 43 E.
PALM BEACH COUNTY, FLORIDA
IN 5 SHEETS
SHEET NO. 1

NOTE:
1- Minimum building setbacks for residences and appurtenant buildings shall be as follows:
(a) Building to front street line — 25 feet
(b) Building to side street line — 20 feet
(c) Building to interior lot line — 7 1/2 feet
(d) Building to rear lot line — 15 feet (except minimum setback shall be 5 feet when lot backs on a natural obstacle.)
2- There shall be no buildings or other structures placed on utility easements. There shall be no buildings or any kind of construction, or trees or shrubs placed on drainage easements.
3- All Easements are for Public Utilities, unless otherwise noted.
Anchor Easements for Utility Poles shown thus:  11 1/2" x 14 1/2"
4- All Lagoons and Waterways shall not be obstructed in such a manner as to interfere with storm water drainage.
5- Lots 2 to 11, inclusive, Blocks 24 and 25, are restricted to underground utilities.
Minimum Building Setbacks (Continued):
6- Service Stations:
(a) Pump Island to any street line — 10 feet
(b) Building to any street line — 30 feet
(c) Building to interior lot line — 7 1/2 feet
(d) Building to rear lot line — 5 feet
(e) Storage Tank to any lot line — 12 1/2 feet

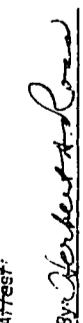
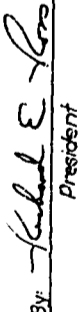
Minimum Building Setbacks (continued)
7- Buildings where customers are generally served outside in parked vehicles:
(a) Building to any street line — 30 feet
(b) Building to interior lot line — 7 1/2 feet
(c) Building to rear lot line — 5 feet
8- Buildings where customers are generally served inside the Building:
(a) Building to any street line — 20 feet
(b) Building to interior lot line — 7 1/2 feet
(c) Building to rear lot line — 5 feet


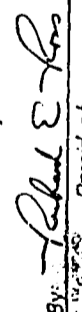
STATE OF FLORIDA
COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS, that NORTH PALM BEACH, INC., and NORTH PALM BEACH UTILITIES, INC., Corporations organized and existing under the laws of the State of Florida, the owners of the tract of land lying and being in Sections 16 and 17, Township 42 South, Range 43 East, Palm Beach County, Florida, shown hereon as VILLAGE OF NORTH PALM BEACH, PLAT NO. 1, and more particularly described as follows, to wit:

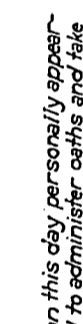
Beginning at a point in the west line of said Section 16 at a distance of 1751.57 feet southerly, measured along said Section Line, from the northwest corner of said Section 16; thence southerly at right angles to said Section Line a distance of 1070.56 feet; thence southerly, making an angle with the preceding course, measured from east to south, of 93° 30' 0", a distance of 1853.34 feet to a concrete monument (P.R.M.), thence continue southerly along the same course, a distance of 170 feet; more or less, to the center line of the Earman River, thence southerly and easterly, meandering the center line of the Earman River, to its point of intersection with the center line of the existing right of way of U.S. Highway No. 1 (State Road No. 5) as said center line is shown on Florida State Road Department Right of Way Map recorded in Road Plat Book 2, Page 43 through 56, Public Records of Palm Beach County, Florida, said point being 374.87 feet northerly, measured along said center line, from the south line of said Section 16; thence North 10° 19' 15" West along said center line, a distance of 1949.63 feet to an angle point thence North 9° 05' 45" West along said center line, a distance of 1910.08 feet and a beginning of a curve concave to the west, having a radius of 1910.08 feet and a central angle of 10° 34' 0", thence northerly along the arc of said curve, a distance of 307.5 feet; thence South 80° 54' 15" West, a distance of 589.74 feet to the beginning of a curve concave to the south, having a radius of 7276.07 feet and a central angle of 4° 40' 23", thence westerly along the arc of said curve a distance of 593.44 feet to a point of reverse curvature, thence westerly along the arc of a curve concave to the north, having a radius of 788.90 feet and a central angle of 38° 45' 20"; a distance of 533.62 feet to the end of said curve, thence northerly along the tangent to said curve, a distance of 276.74 feet to the beginning of a curve concave to the south, having a radius of 1340 feet and a central angle of 23° 02' 30", thence northerly and westerly along the arc of said curve, a distance of 538.88 feet to the end of said curve and the point of beginning. Subject to the existing right of way of U.S. Highway No. 1 (State Road No. 5).



have caused the same to be surveyed and platted as shown hereon, and do hereby dedicate all Drives, Lanes, Paths, Roads and other rights of way shown hereon to the perpetual use of the public for public road and street purposes and other purposes incidental thereto, and the use of the easements for the construction and maintenance of Public Utilities.
NORTH PALM BEACH, INC. hereby expressly reserves unto itself, its successors and assigns, the ownership and the sole and exclusive use of the areas shown hereon as Lagoons and Waterways, provided that all easements for Drainage are dedicated in perpetuity.

IN WITNESS WHEREOF, the said corporations have caused these presents to be signed by their Presidents and attested by their Secretaries and their corporate seals to be affixed hereto by and with the authority of their Boards of Directors, this 30th day of January, A. D. 1956.

Attest:
By:  Secretary
NORTH PALM BEACH UTILITIES, INC.
By:  President

Attest:
By:  Secretary
NORTH PALM BEACH UTILITIES, INC.
By:  President

STATE OF FLORIDA
COUNTY OF PALM BEACH
I HEREBY CERTIFY that on this day personally appeared  before me, an officer duly authorized to administer oaths and take acknowledgments, RICHARD E. ROSS and HERBERT A. ROSS, President and Secretary, respectively, of NORTH PALM BEACH, INC., and NORTH PALM BEACH UTILITIES, INC., Florida Corporations, to me well known and known to me to be the individuals described in, and who executed the foregoing dedication, and they acknowledged before me that they executed the same for the purposes therein expressed. IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its Vice President and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this 30th day of January, A. D. 1956.


By:  Notary Public
My Commission expires: March 24, 1959.

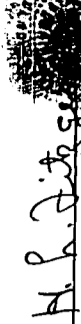
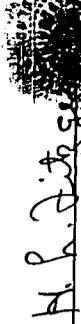
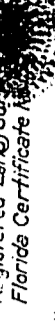
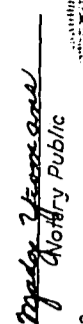
STATE OF FLORIDA
COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS, that BANKERS LIFE AND CASUALTY COMPANY, an Illinois Corporation, the owner and holder of those certain mortgages recorded in Mortgage Book 684 at Page 340, and Mortgage Book 680 at Page 200, Public Records of Palm Beach County, Florida, does, for itself, its successors and assigns, hereby consent to and join in the making and filing for record of the plat shown hereon, and does hereby join in the dedication shown hereon. IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its Vice President and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this 30th day of January, A. D. 1956.

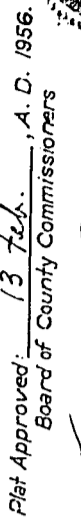
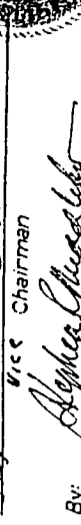

By:  Vice President
BANKERS LIFE AND CASUALTY COMPANY
My Commission expires: March 24, 1959.

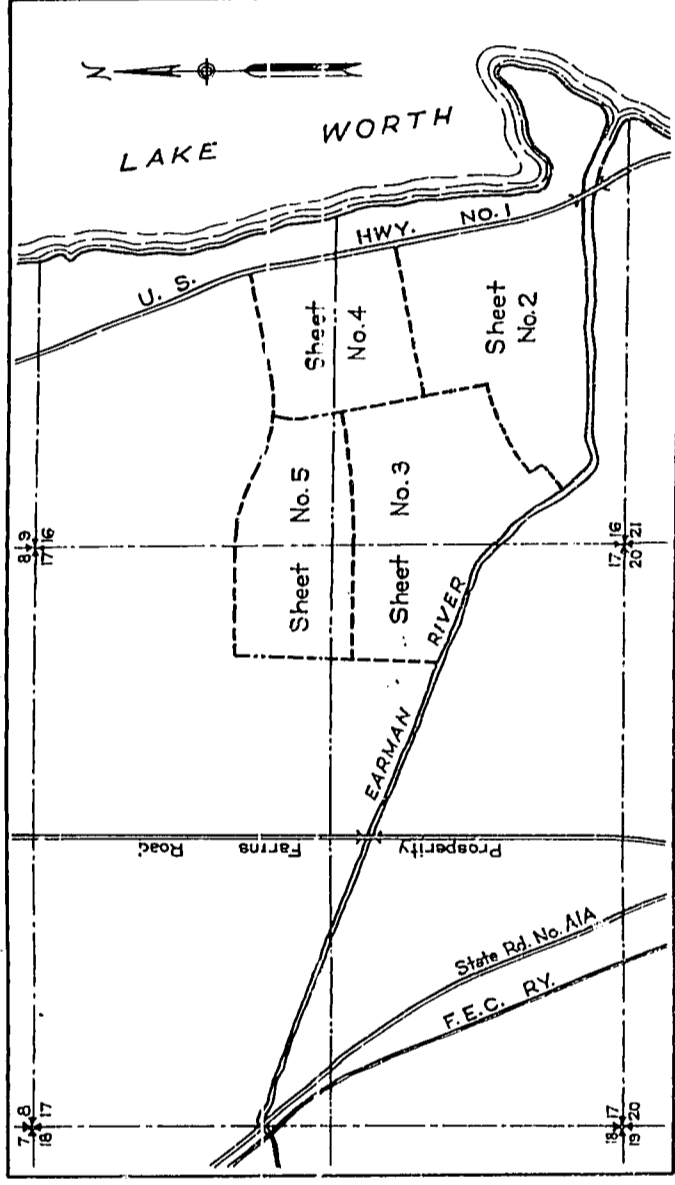
STATE OF FLORIDA
COUNTY OF PALM BEACH
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES A. CUNNINGHAM, Vice President of BANKERS LIFE AND CASUALTY COMPANY, an Illinois Corporation, to me well known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed. IN WITNESS my hand and official seal at West Palm Beach, County of Palm Beach, and State of Florida, this 30th day of January, A. D. 1956.


By:  Notary Public
My Commission expires: March 24, 1959.

STATE OF FLORIDA
COUNTY OF PALM BEACH
I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey, made under my direction, of the foregoing described property, and that said survey is accurate to the best of my knowledge and belief, and that permanent reference monuments (P.R.M.) have been placed as required by law.


By:  Notary Public
Florida Certificate No. 
Subscribed and sworn to before me this 30th day of January, A. D. 1956.
By:  Notary Public
My Commission expires: March 24, 1959.

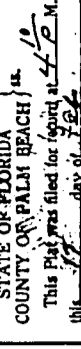
Plat Approved: 13 Feb., A. D. 1956.
Board of County Commissioners
By:  Chairman
By:  County Engineer



LOCATION SKETCH
Scale: 1" = 1000'


NOTE:
Street intersections are rounded with a 25 ft. radius, unless otherwise shown. Curve dimensions are on the arc.

202

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for recording on this 13th day of February, 1956, at 11:30 A.M.
1956, and duly recorded in Plat Book No. 257, at page 201.
By:  Clerk of Circuit Court
D. C.

BROCKWAY, WEBER & BROCKWAY
ENGINEERS
WEST PALM BEACH, FLORIDA

VILLAGE OF
NORTH PALM BEACH
PLAT NO. 1

FIELD: R.E.N.
OFFICE: H.L.F.
DR. BY: J.J.F.
SCALE: 
DATE: JAN. 1956
Dwg. No. BF-1900
Sheet No. 1 of 5 Sheets

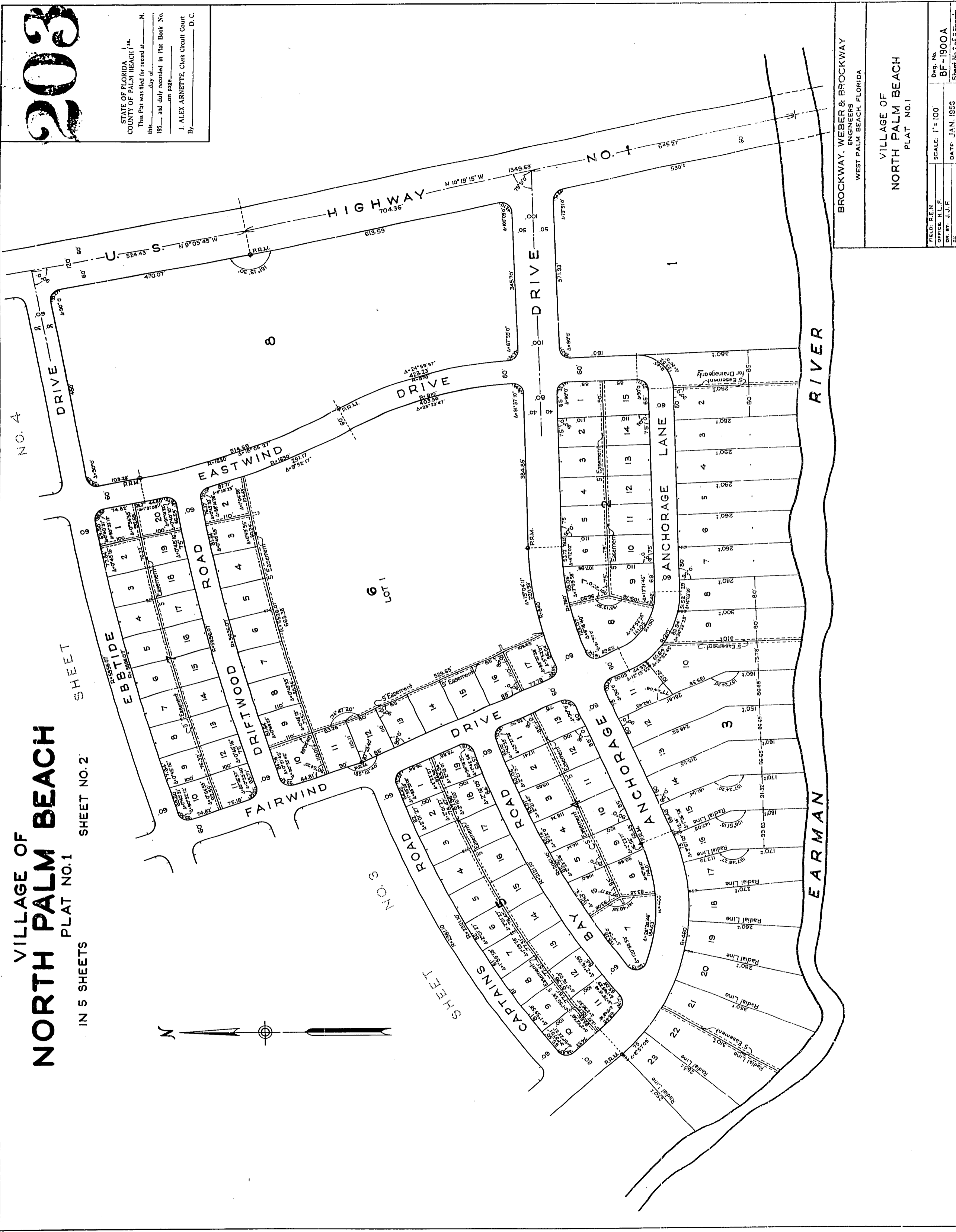
VILLAGE OF
NORTH PALM BEACH
 PLAT NO.1

IN 5 SHEETS
 SHEET NO.2

SHEET

203

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 This Plat was filed for record at _____ M.
 this _____ day of _____
 195____ and duly recorded in Plat Book No.
 _____ on page _____
 By: J. ALEX ARNETTE, Clerk Circuit Court
 _____ D. C.



BROCKWAY, WEBER & BROCKWAY
 ENGINEERS
 WEST PALM BEACH, FLORIDA

VILLAGE OF
NORTH PALM BEACH
 PLAT NO.1

FIELD: R.E.N.
 OFFICE: H.L.F.
 DR. BY: J.J.F.
 DATE: J.A.N. 1956

SCALE: 1" = 100'

Plat No. BF-1900A
 Sheet No. 2 of 5 Sheets

VILLAGE OF NORTH PALM BEACH

PLAT NO. 1

SHEET NO. 3

IN 5 SHEETS

SHEET NO. 5

AZURE LAGOON

8

NORTH PALM BEACH WATERWAY

TRACT "A"

TRACT "B"

ANCHORAGE DRIVE

GULF FLOTILLA LANE

FLOTILLA LANE

SOUTHWIND DRIVE

RIVER

EBB TIDE DRIVE

DRIFTWOOD ROAD

DRIFTWOOD ROAD

NO. 2

DRIVE

NO. 2

ROAD

ROAD

NO. 5

SHEET

NO. 4

SHEET

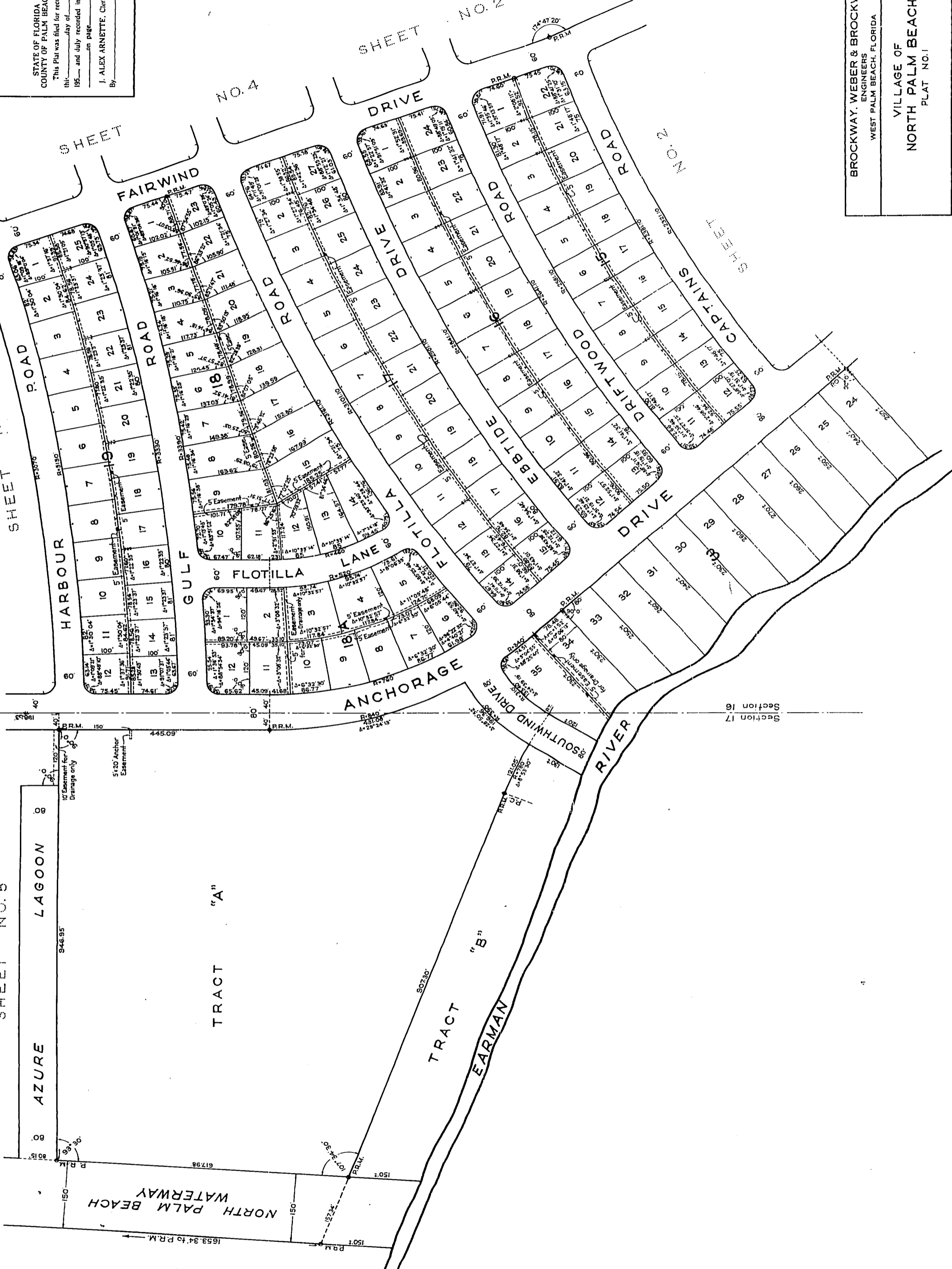
STATE OF FLORIDA
 COUNTY OF PALM BEACH } ss.
 This Plat was filed for record at _____ M.
 this _____ day of _____
 195____ and July recorded in Plat Book No. _____
 on page _____
 J. ALEX ARNETTE, Clerk Circuit Court
 By _____ D. C.

204

BROCKWAY, WEBER & BROCKWAY
 ENGINEERS
 WEST PALM BEACH, FLORIDA

VILLAGE OF NORTH PALM BEACH
 PLAT NO. 1

FIELD R.E.N.
 OFFICE H.L.F.
 DR. BY J.J.F.
 SCALE: 1" = 100'
 DATE: JAN. 1956
 Dwg. No. BF-1900 B
 Sheet No. 3 of 5 Sheets



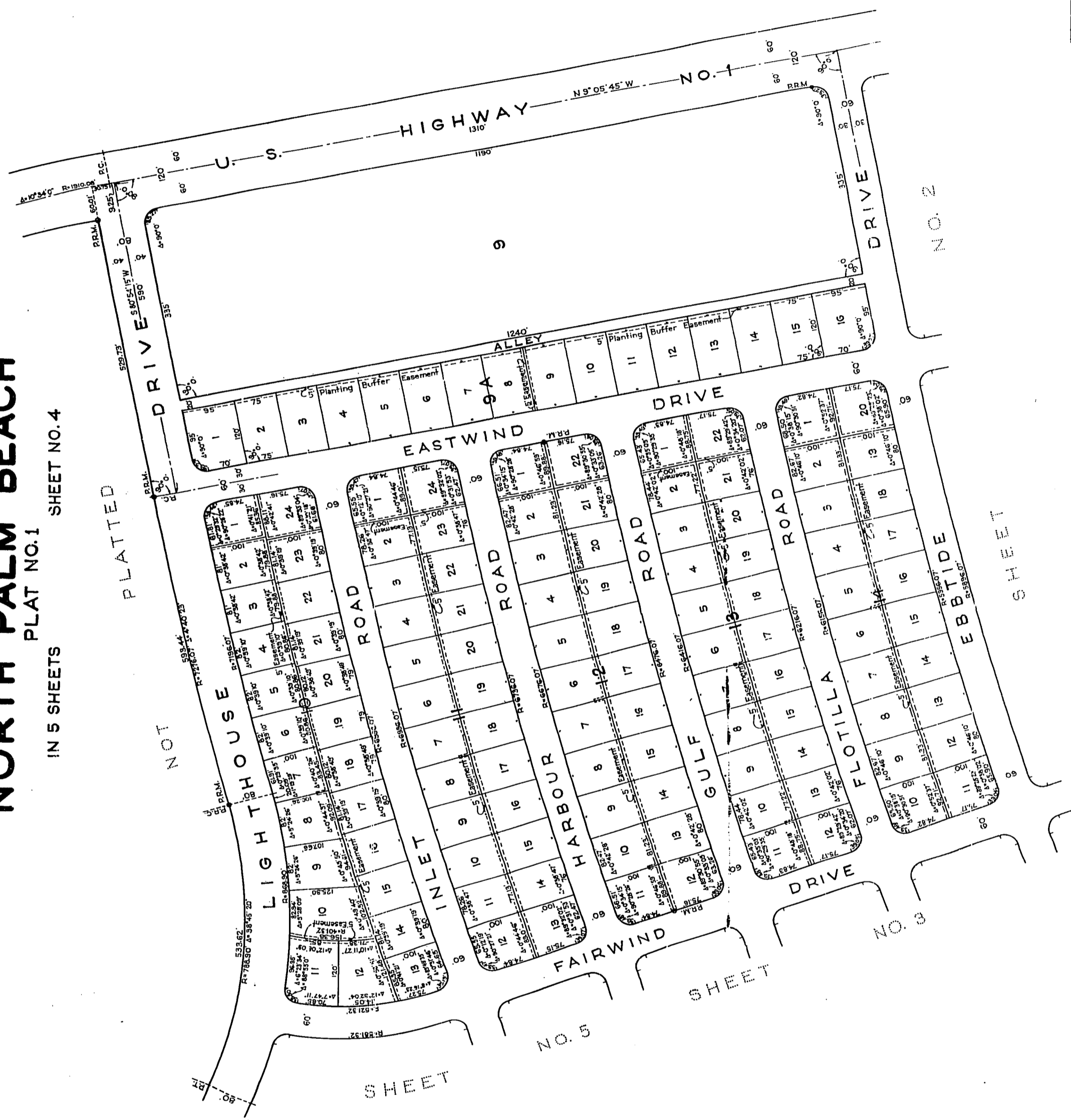
Section 16

Section 17

205

STATE OF FLORIDA }
 COUNTY OF PALM BEACH } ss.
 This Plat was filed for record at _____ M.
 this _____ day of _____
 195____ and duly recorded in Plat Book No. _____
 on page _____
 J. ALEX ARNETTE, Clerk Circuit Court
 By _____ D. C.

VILLAGE OF
NORTH PALM BEACH
 PLAT NO. 1
 IN 5 SHEETS SHEET NO. 4



BROCKWAY, WEBER & BROCKWAY
 ENGINEERS
 WEST PALM BEACH, FLORIDA

VILLAGE OF
NORTH PALM BEACH
 PLAT NO. 1

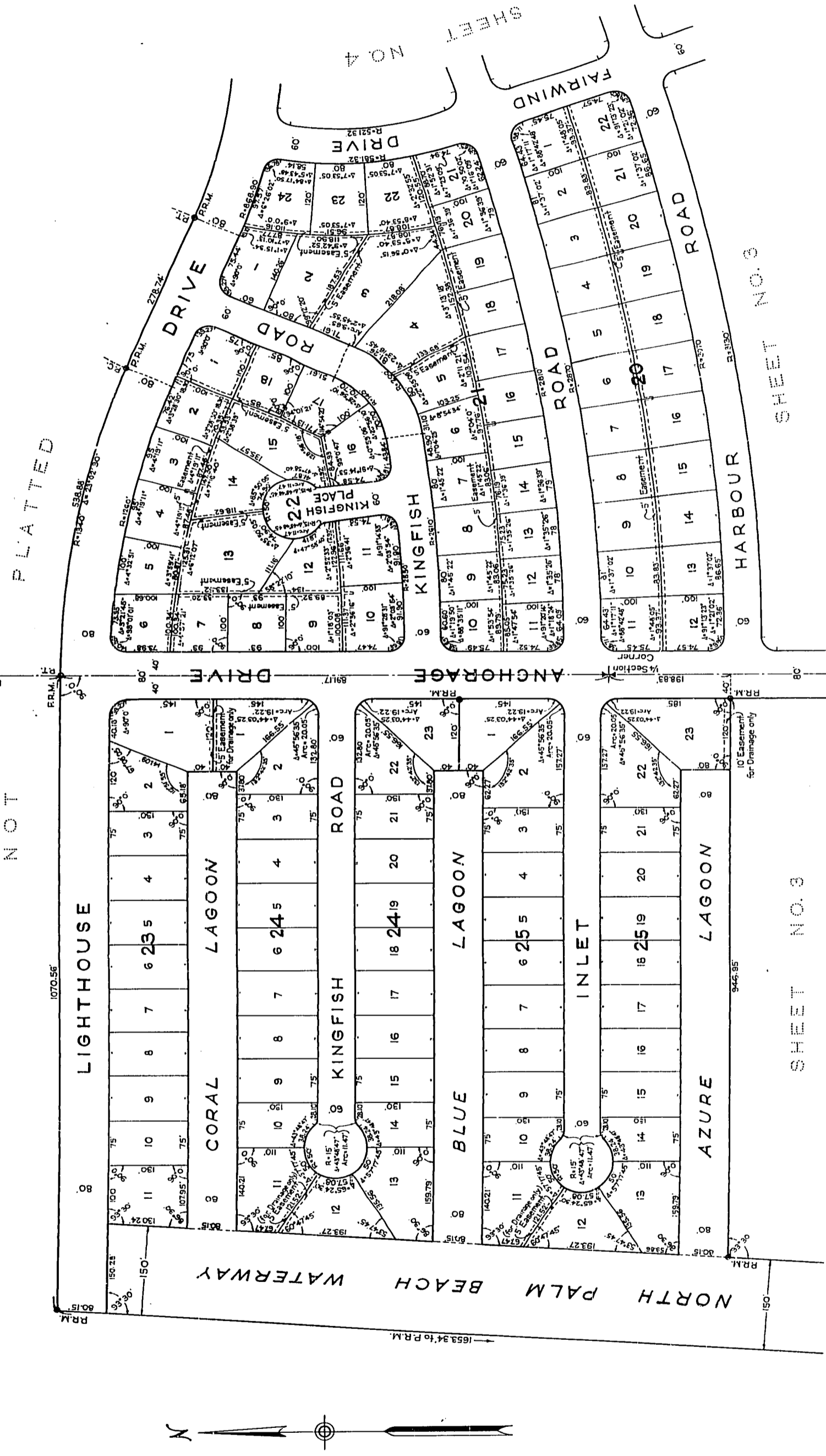
FIELD: R.E.N. Deg. No.
 OFFICE: H.L.F. BF-1900 C
 SW BY: J.J.F. SCALE: 1" = 100'
 DATE: JAN. 1956 SHEET NO. 4 OF 5 SHEETS

VILLAGE OF NORTH PALM BEACH

PLAT NO.1
IN 5 SHEETS
SHEET NO.5

206

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record at _____ M.
this _____ day of _____
195____, and duly recorded in Plat Book No. _____
on page _____
By J. ALEX ARNETTE, Clerk Circuit Court
D. C.



BROCKWAY, WEBER & BROCKWAY
ENGINEERS
WEST PALM BEACH, FLORIDA

VILLAGE OF
NORTH PALM BEACH
PLAT NO.1

FIELD R.E.N. _____
OFFICE H.L.F. _____
DR. BY J.J.F. _____
BK. _____

SCALE: 1" = 100'
DATE: JAN. 1956

Dwg. No. **BF-1900 D**
Sheet No. 5 of 5 Sheets

1055.8

686

DEC 7 9 53 AM '60 ORDINANCE NO. 52

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING SECTION 1 OF ORDINANCE NO. 31 OF SUCH VILLAGE, PASSED FEBRUARY 25, 1958, AND ENTITLED, "AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REGULATING THE BUILDING UP OF LAND UPON THE SUBMERGED BOTTOMS IN LAKE WORTH AND THE TIDAL WATERS WITHIN THE TERRITORIAL LIMITS OF SAID VILLAGE; PROVIDING THE ESTABLISHMENT OF BULKHEAD LINES WITHIN SUCH WATERS; REGULATING DREDGING AND FILLING OPERATIONS WITH RESPECT TO SAID BULKHEAD LINES; PROVIDING FOR THE SUBMISSION OF APPLICATIONS PRIOR TO THE COMMENCEMENT OF FILLING OR DREDGING OPERATIONS AND FOR THE FEES TO BE PAID IN CONNECTION THEREWITH; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR THE ENFORCEMENT OF THE PROVISIONS OF THIS ORDINANCE AND FOR PENALTIES FOR VIOLATIONS THEREOF.", SO AS TO ADD TO SUCH ORDINANCE NO. 31 BULKHEAD MAPS THUS ESTABLISHING A BULKHEAD LINE FOR AN AREA OF THE VILLAGE NOT GOVERNED BY SAID ORDINANCE 31; AND FOR OTHER PURPOSES.

WHEREAS, Ordinance 31 of such Village established a bulkhead line for the areas of such Village shown on Bulkhead Maps 1 and 2, attached to such Ordinance; and

WHEREAS, it is desired to establish a bulkhead line for an additional area of the Village not shown on said Bulkhead Maps 1 and 2; and

WHEREAS, a public hearing has been duly held in accordance with the procedure set forth by law, consider the suggestions, proposals, comments, criticisms and arguments of those residents, property owners and other interested parties with regard to such additional area; and

7.38

Burns Middleton

WHEREAS, it appears from the records initially set forth in Ordinance 31 that such additional area shall be governed by a bulkhead line adopted under the authority of the laws mentioned in the initial portion of Ordinance 31;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, that Section 1 of said Ordinance No. 31 passed on February 25, 1958, said Ordinance No. 31 being entitled "AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REGULATING THE BUILDING AND THE STUMPING OF LOGS IN LAKE WATERS AND OTHER WATERS WITHIN THE TERRITORIAL LIMITS OF SAID VILLAGE; PROVIDING THE ESTABLISHMENT OF BULKHEAD LINES WITHIN SAID WATERS; PERMITTING DREDGING AND FILLING OPERATIONS WITH RESPECT TO SAID BULKHEAD LINES; PROVIDING FOR THE SUBMISSION OF APPLICATIONS PRIOR TO THE ESTABLISHMENT OF BULKHEAD LINES; PROVIDING FOR THE FEE TO BE PAID IN CONNECTION THEREWITH; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR THE ENFORCEMENT OF THE PROVISIONS OF THIS ORDINANCE AND FOR PENALTIES FOR VIOLATIONS THEREOF.", BE AND THE SAME IS HEREBY AMENDED SO THAT SAID SECTION 1 SHALL READ AS FOLLOWS:

Section 1. That there be established a comprehensive system of bulkhead lines in the waters of Lake Worth and other ~~tidal~~ waters within the territorial limits of the Village of North Palm Beach, Florida, and said bulkhead lines shall be along the lines indicated and shown on the maps attached hereto, to-wit: Part 1, 2, and 3, and are hereinafter respectively Bulkhead Maps 1, 2 and 3.

IT IS FURTHER ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA that in all other respects the of said Ordinance No. 31 be and the same is hereby ratified and confirmed and that this Ordinance shall become effective upon its passage as provided by law.

RECORDER'S MEMO: Legibility of Original Typing or Printing satisfactory in this document when received.

PASSED AND ADOPTED on first reading this 14 day of

Dec, 1960.

PASSED AND ADOPTED ON SECOND, FINAL READING AND PASSAGE

the 12th day of July, 1961.

Walter E. Thomas
Mayor

Albin R. Olson
Village Clerk

November 30, 1960

I hereby certify this to be a true copy of Ordinance #52 as appears in the records of the Village of North Palm Beach, Florida.

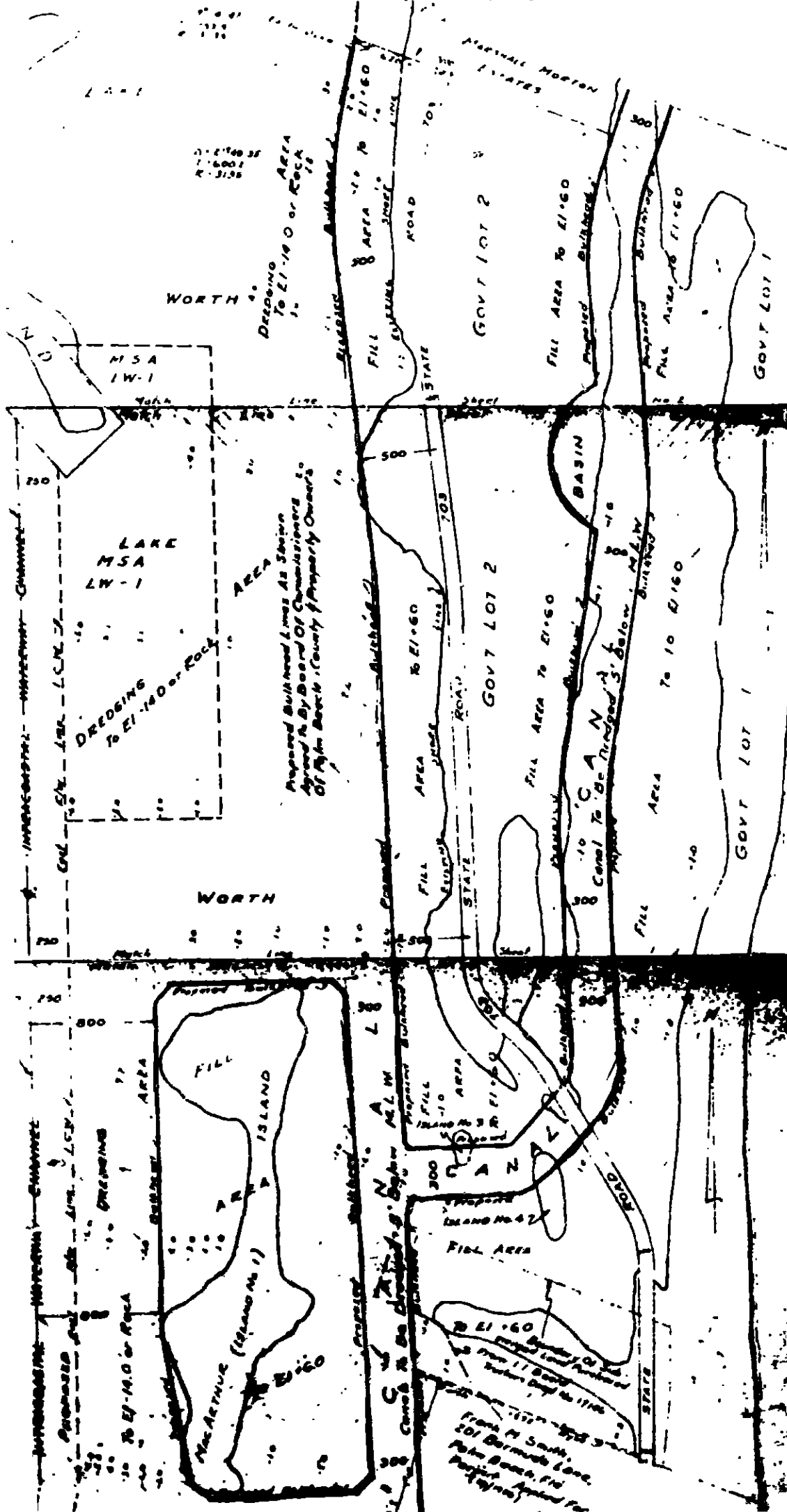
Albin R. Olson
ALBIN R. OLSON
Village Clerk



RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

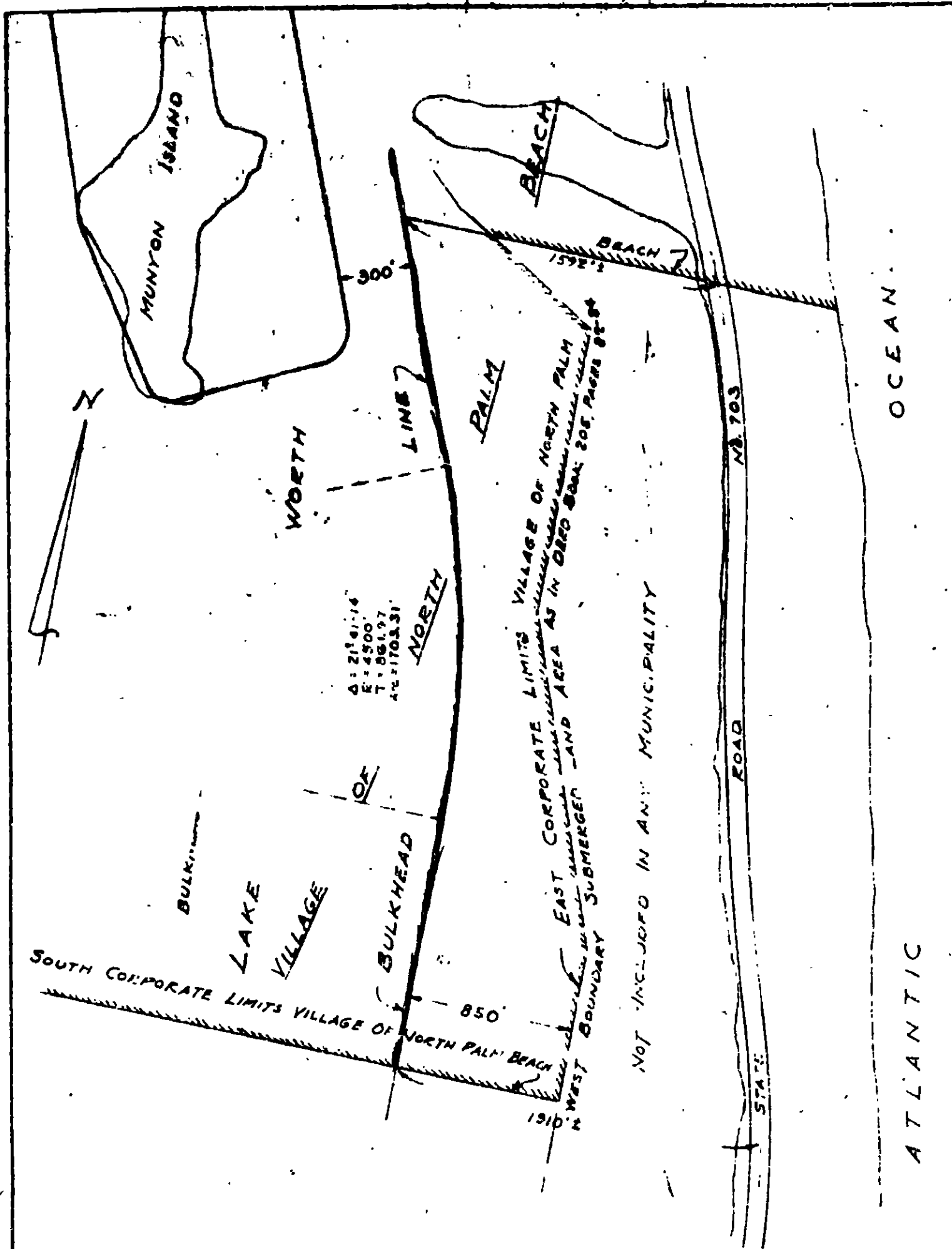
575-224

21 in 11 Area
18 Cascade Lane, Suite 44
Palm Beach, Fla



PLAN
SCALE 1" = 600'

PROPOSED BREEDING AREA
IN LAKE WORTH
SEC 10 T45, R42S, R42E
PALM BEACH COUNTY
APPLICATION BY
BORETTY WARD



Recorded in Official Record Book
 of Palm Beach County, Florida
 J. ALEX ARNETTE
 CLERK OF CIRCUIT COURT

BROCKWAY, WEBER & BROCKWAY ENGINEERS WEST PALM BEACH, FLORIDA		
BULKHEAD LINE EAST SHORE OF LAKE WORTH VICINITY SOUTH LIMITS OF VILLAGE OF NORTH PALM BEACH		
SCALE: 1" = 600' DATE: DEC 1959	T. S. 15073	

Return to: (enclose self-addressed stamped envelope)

Name:

Address:



CFN 20080029848
OR BK 22403 PG 0685
RECORDED 01/25/2008 13:53:30
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0685 - 698; (14pgs)

Please return to:
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

SEACOAST UTILITY AUTHORITY
CLASS "A" RECLAIMED WATER AGREEMENT

This Agreement is made and entered into this 23 day of January, 2008 between Seacoast Utility Authority, hereinafter referred to as "Authority", 4200 Hood Road, Palm Beach Gardens, Florida 33410, and Village of North Palm Beach, hereinafter referred to as "User", 501 US Highway One, North Palm Beach, Florida 33408.

WITNESSETH:

WHEREAS, Authority has established a Reclaimed Water Policy (the "Policy") as amended from time to time, which Policy is incorporated herein and made a part hereof and whose terms control in the event of conflict; and

WHEREAS, pursuant to that Policy, Authority and User wish to enter into this Class "A" Agreement providing for delivery of an amount of reclaimed water (the "Allotment") to User's property; and

WHEREAS, the Authority is willing to deliver this reclaimed water for irrigation use by others; and

WHEREAS, User desires to utilize some of such reclaimed water for irrigation of lands owned or controlled by the User as set forth on Exhibit "A" by reference made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Authority and the User do hereby agree as follows:

1. Term

This Agreement shall commence on the date of its execution by Authority and shall remain in effect for a period of ten (10) years, unless terminated in accordance with the terms and provisions as stated herein. Thereafter, this Agreement will automatically be renewed for successive 10 year terms. Notwithstanding the foregoing, this Agreement may be terminated, at any time, by either party, by giving not less than 180 days advance written notice to the other party.

2. Quantity and Quality

No guarantee is made by Authority as to the availability of any minimum pressure, flow, or volume of reclaimed water. Availability, Priority Basis and Disposal terms and conditions shall be as set forth in the Reclaimed Water Policy, as amended from time to time.

- A. On August 9, 2007, the South Florida Water Management District Board approved Authority's application to withdraw water from certain surficial aquifer, surface water, and Floridan aquifer sources to supplement Authority's reclaimed water supply ("Supplemental Sources") Having obtained this regulatory authorization, Authority will construct or improve such pumping and delivery facilities as may be required to meet Authority's reclaimed water delivery obligation as set forth herein, with the exception of a telemetry controlled, full scale metering station,(as and to the extent required by the Authority's policies and procedures and construction standards), which shall be at User's sole cost and expense. If this or any regulatory permit authorizing continuous use of the Supplemental Sources is suspended, revoked, or not renewed, Authority shall be relieved of its obligation to deliver reclaimed water to User and this Agreement shall thereupon terminate. If South Florida Water Management District or any other agency of jurisdiction curtails or reduces the volume of Supplemental Source water allocated for this purpose, or if the actual yield of the Supplemental Sources is less than anticipated, or decreases over time, the parties shall, by formal amendment to this Agreement, reduce the Allocated Reclaimed Amount, as established and defined in Section 2.B, as agreed by the parties. In the event the parties are unable to reach agreement as to the amount of the resulting reduction, then this Agreement shall terminate.
- B. Subject to all other provisions of this Agreement, including but not limited to those set forth in Section 2.A above, the parties agree that the Allotment to User under this Class "A" Agreement will be three hundred thousand (300,000) gallons per day (the "Allocated Reclaimed Amount"). The Allocated Reclaimed Amount (as well as the reclaimed water itself) shall be subject to the provisions of the Authority's Reclaimed Water Policy, as amended from time to time. User agrees that should the Allocated Reclaimed Amount be exceeded, Authority may immediately and without notice curtail or discontinue service until Authority is satisfied that usage will be reduced to within the Allocated Reclaimed Amount volume. Notwithstanding transient variations in reclaimed water delivery, User shall pay base facility charges for Reclaimed Water service based on the Allocated Reclaimed Amount.

3. Use of Reclaimed Water

User shall accept the reclaimed water delivered by the Authority and use it for irrigation of lands described on Exhibit "A" in any manner determined by the User, except that use of the reclaimed water shall be consistent with and fully in compliance with local, state and federal regulations. Prior to use, User shall file with the Authority a written plan detailing intended use of reclaimed water which filing shall be updated as needed. User shall not discharge reclaimed water directly into the surface waters of the State of Florida without written authorization from the Florida Department of Environmental Protection and other regulatory bodies of local or federal jurisdiction. User shall take all reasonable

precautions, including signs and labeling, to prevent confusion between reclaimed water and other water sources. The Authority shall be deemed to be in possession and control of the reclaimed water until it shall have been delivered to the User at the Point of Delivery. After such delivery the User shall be deemed to be in possession and control thereof.

4. Point of Delivery

The Point of Delivery of the reclaimed water from the Authority to User is the meter or as otherwise noted on approved engineering drawings.

5. Easements and Piping

The User shall execute all easements in form and substance acceptable to Authority, in favor of the Authority necessary for the installation and maintenance of reclaimed water lines to the Point of Delivery, including the meter assembly and fenced enclosure. Notwithstanding User's failure to make such grants, User agrees that Authority is authorized to enter upon property described on Exhibit "A" at any time for the purpose of inspecting reclaimed water facilities. The User shall, at its cost and expense, install all necessary piping, pumps, electrical lines, and other appurtenant equipment to convey reclaimed water from the terminus of Authority's reclaimed water transmission main to the User's facilities. All engineering costs relating to design, construction and permitting of the reclaimed water facilities shall be borne by the User. In addition, the User shall install such metering devices, valves, and fittings as are required by the Authority and the regulatory and permitting agencies. Title to these facilities up to the Point of Delivery, including the meter, shall be transferred to the Authority, free and clear of any liens or encumbrances by means of a bill of sale, prior to commencement of reclaimed water delivery.

The User shall be responsible for all operation and maintenance costs and other expenses relating to pumps, additional piping or any other cost whatsoever required from the Point of Delivery to the irrigation system. The User shall be responsible for all costs associated with required sampling and analysis for this reclaimed water application site.

The Authority shall be responsible for all operation and maintenance costs relating to the operation of the PGA Wastewater Treatment Plant as well as the reclaimed water and transmission system to the Point of Delivery.

6. Fees and Charges

User shall pay to the Authority such rates, fees and charges in effect for a Class "A" reclaimed water customer as amended by Authority Board from time to time. If, under the terms of Authority's policies User's allocation is changed at any time, charges shall be revised correspondingly.

7. Emergency Situations

The Authority shall not be held liable by the User and User hereby agrees not to hold Authority liable for failure to deliver reclaimed water if an event occurs preventing such delivery. Such event shall include, but not be limited to:

- A. A lack of reclaimed water due to loss or lack of flow to the treatment plant or due to process failure.
- B. Contamination in the reclaimed water making it unusable for irrigation.
- C. Equipment or material failure in reclaimed water delivery including storage, pumping and piping.
- D. Acts of God, public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, unauthorized use of reclaimed water, any and all governmental rules, acts, orders or restrictions, regulations, requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court.

Under no circumstances shall the Authority be liable for consequential damages. The Authority does not waive its sovereign immunity rights.

8. Permit Applications

The Authority agrees to cooperate and assist User with User's permit applications to various governmental bodies, authorities and agencies concerning User's retrofitting of the water management tracts and related pipes, pumps, and facilities which are to be used in the transmission and delivery of the reclaimed water contemplated herein. All expenses and fees in conjunction with User's permit applications shall be paid by User.

9. Excuse From Performance by Governmental Acts

If for any reason (other than by the fault of the party in question) during the term of this Agreement local, state or federal governments or agencies fail to issue necessary permits, grant necessary approvals, or require any change in the operation of the

treatment, transmission and distribution systems or the application and use of reclaimed water, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements. However, nothing shall require the User or the Authority to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

10. Economic Feasibility

The Authority shall be relieved of its obligation to provide reclaimed water under the terms of this Agreement where to do so would cause material capital expenditures due to changes in environmental, health, safety, economic or aesthetic considerations of the public law or policy; provided however, that User, acting alone or in concert with other users, may, upon reasonable notice from the Authority, promptly pay and assume such material capital expenditures.

11. Transfer or Modification of Commitment

The right of the User to sell, transfer or encumber the land in areas irrigated with the reclaimed water shall not be unreasonably restricted by this Agreement, except that written notice of any proposed sale or transfer must be given to the Authority at the address noted herein, at least 60 days prior to the sale or transfer. So long as use of the property shall continue to be for irrigation and related purposes, any responsible subsequent party in interest shall be obligated to receive and pay for the specified quantity of the reclaimed water under the same terms and conditions of this Agreement, unless modified by mutual consent of the Authority and the buyer or transferee. The User may not otherwise sell, transfer or encumber its rights under this Agreement.

12. Indemnification

The parties to the Agreement shall not be deemed to assume any liability for the negligent, wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28, Florida Statutes. In the event a claim or lawsuit is brought against the Authority, its officers, employees, servants, or agents relating to the Reclaimed Water Agreement with regard to responsibilities of the User, the User agrees without waiver of limitation as provided for in Section 768.28, Florida Statutes, and to the extent permitted by law to indemnify and hold harmless the Authority, its officers, employees, servants, or agents from and against any claims, losses, demands, damages, liabilities, or causes of action of whatsoever kind or nature that the Authority, its officers, employees, servants, or agents may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement relating to any portion of the Reclaimed Water Agreement that is the

responsibility of the User on its behalf in conjunction with or incidental to the performance of this Agreement.

13. Access

The Authority shall have the right, at any reasonable time to enter upon the property of the User to review and inspect the practices of the User with respect to conditions agreed to herein.

Such entry shall normally be for the purpose of review of the operation of reclaimed water irrigation system, for inspection of Authority owned mains and appurtenances, and for sampling at any monitoring wells located on the property of the User.

14. Disclaimer of Third Party Beneficiaries

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

15. Severability

If any part of the Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected.

16. Applicable Law

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue in any action shall lie in Palm Beach County, Florida.

17. Extent of Agreement

This Agreement constitutes the entire Agreement between the parties as to the use of reclaimed water made available by the Authority and has been entered into voluntarily and with independent advice and legal counsel and has been executed by the authorized representative of each party on the date written above. This Agreement shall not be valid or enforceable until it has been signed by both parties. Modifications to and waivers of the provisions herein shall be made in writing and signed by the parties hereto.

Each party shall advise the other party, in writing, as to the status of its construction document preparation and construction of associated improvements on a quarterly basis to insure that both parties' activities are progressing simultaneously.

18. Attorneys' Fees and Costs

Should either party employ an attorney to enforce any of the provisions of this Agreement, or defend any action instituted by the other party, the prevailing party shall be entitled to be reimbursed by the other party for all reasonable costs, charges and expenses including attorneys' fees, expended or incurred in connection therewith including same on appeal.

19. Notices

All notices required pursuant to this Agreement shall be in writing, sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Authority: Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410
Attention: Executive Director

User: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attention: Village Manager

20. Termination

In the event User violates any of the terms or provisions of this Agreement including payment of rates, fees or charges then the Authority shall have the right to terminate the Agreement between the parties by giving User thirty (30) days written notice thereof. With respect to all matters other than payment of rates, fees or charges, User shall have the right to cure such violation provided that such a remedy shall be completed to the satisfaction of the Authority within the thirty (30) day written notice period. All indemnification provisions set forth elsewhere in the Agreement shall apply to any remedial action taken under this provision.

Pursuant to the terms and provisions under the paragraph entitled "Economic Feasibility", the Authority may terminate its obligation to provide reclaimed water to User by giving sixty (60) days written notice thereof. In the event of termination pursuant to the paragraphs entitled "Excuse From Performance by Governmental Acts", and

"Emergency Situations", the Authority may terminate its obligation immediately by giving written notice thereof.

21. Recordation

A copy of this Agreement will be filed in the public records of Palm Beach County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23 day of January, 2008.

Signed and sealed and delivered in the presence of:

Christine Guiso

WITNESS

David Regan

WITNESS

AUTHORITY:

By: Donald Noel, Chair

Attest: Mary Ann Stiles
Mary Ann Stiles, Authority Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of January, 2008 by Donald Noel, Chair, and Mary Ann Stiles, Authority Clerk, who are personally known to me or who have produced _____ as identification and who did/did not take an oath, on behalf of the Seacoast Utility Authority.

(SEAL)

Dawn Phillips
Notary Public, State of Florida at Large

My Commission Expires:



Dawn Phillips
My Commission DD346660
Expires August 15, 2008

USER: Village of North Palm Beach

[Signature]
WITNESS

By: [Signature]
Edward M. Eissey, Mayor

Christine A. Wilcott
WITNESS

Attest: [Signature]
Melissa Teal, Village Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of January, 2008 by Edward M. Eissey, Mayor, Village of North Palm Beach, and Melissa Teal, Village Clerk, who are personally known to me and who did take an oath, on behalf of User.

(SEAL)

Christine A. Wilcott
Notary Public, State of Florida at Large

My Commission Expires: MAR 4 2008

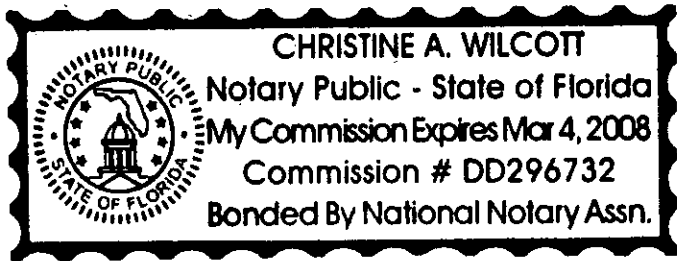


EXHIBIT "A"
PROPERTY DESCRIPTION

A parcel of land in Section 9, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

From the intersection of the westerly right of way line of U. S. Highway No. 1 with the southerly right of way line of the Intra-coastal Waterway, run South $11^{\circ} 54' 40''$ West along said westerly right of way line, a distance of 883.75 feet to the beginning of a curve concave to the east, having a radius of 2924.93 feet and a central angle of $31^{\circ} 31' 40''$; thence southerly along the arc of said curve and through an angle of $7^{\circ} 56' 57''$, a distance of 405.80 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue southerly along the arc of said curve and through an angle of $5^{\circ} 35' 12''$ a distance of 285.20 feet and the beginning of a curve concave to the northeast, having a radius of 190 feet and a central angle of $91^{\circ} 51' 41''$ and whose tangent at this point makes an angle with the tangent to the preceding described curve, measured from south to west of $91^{\circ} 51' 40''$; thence westerly, northwesterly and northerly along the arc of said curve, a distance of 304.62 feet to the end of said curve; thence North $2^{\circ} 05' 52''$ East, a distance of 98.90 feet; thence South $86^{\circ} 47' 0''$ East, a distance of 191.59 feet, more or less, to the Point of Beginning. The above described parcel of land contains 1.08 acres.

Note: The above mentioned bearings are referred to the south right of way line of the Intracoastal Waterway which bears North $59^{\circ} 06' 15''$ West and recorded in Plat Book 17, - Page 10, Public Records of Palm Beach County, Florida.

+ also:

A parcel of land in Sections 8, 9, 16 and 17, Township 42 South, Range 43 East, Palm Beach County, Florida, and more particularly described as follows:

Beginning at the point of intersection of the northerly line of Lot 13, Block 7, Country Club Addition to the Village of North Palm Beach, Florida, according to the plat thereof, recorded in Plat Book 25, pages 130 and 131, Public Records of Palm Beach County, Florida, with the westerly right of way line of U. S. Highway No. 1, as said righ. of way line is shown on Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, thence South $68^{\circ} 23' 33''$ West, along the northerly line of said Lot 13, a distance of 25 feet to the beginning of a curve concave to the North, having a radius of 680 feet and a central angle of $21^{\circ} 46' 27''$ (for convenience the center line of said U. S. Highway No. 1 is assumed to bear North $21^{\circ} 36' 27''$ West and all other bearings shown herein are relative thereto); thence westerly along the arc of said curve, a distance of 256.44 feet to the end of said curve; thence West along the northerly line of said Lot 13, a distance of 51.57 feet to the northwest corner thereof; thence South along the West line of said Lot 13, a distance of 50 feet; thence West, along the North line of Lot 12, 11, 10, 9 and 8 of said Block 7, a distance of 520 feet to the beginning of a curve concave to the southeast, having a radius of 980 feet and a central angle of $41^{\circ} 25' 07''$; thence westerly and southwesterly along the northerly line of Lots 7, 6, 5, 4, 3 and part of Lot 2, of said Block 7, and through an angle of $38^{\circ} 56' 58''$, a distance of 666.20 feet to its intersection with the arc of a curve concave to the southwest, having a radius of 744.75 feet and a central angle of $60^{\circ} 05' 48''$, and whose tangent makes an angle with the tangent of the preceding described curve, measured from northwest to northeast, of $68^{\circ} 11' 39''$; thence northwesterly along the arc of said curve, a distance of 781.16 feet to a point of reverse curvature; thence northwesterly and northerly along the arc of a curve concave to the northeast, having a radius of 409.89 feet and a central angle of $65^{\circ} 39' 0''$, a distance of 469.66 feet to the end of said curve; thence North $11^{\circ} 35' 25''$ West, along the tangent to said curve, a distance of 545 feet to the beginning of a curve concave to the southeast, having a radius of 50 feet and a central angle of $90^{\circ} 0' 0''$; thence northerly and northeasterly along the arc of said curve, a distance of 78.54 feet to the end of said curve; thence North $78^{\circ} 24' 35''$ East, along the tangent to said curve, a distance of 110 feet to the beginning of a curve concave to the South, having a radius of 720 feet and a central angle of $7^{\circ} 59' 0''$; thence easterly along the arc of said curve, a distance of 100.32 feet to a point of compound curvature; thence easterly and southeasterly along the arc of a curve concave to the southwest, having a radius of 250 feet and a central angle of $58^{\circ} 39' 30''$, a distance of 255.94 feet to the end of said curve; thence South $34^{\circ} 56' 55''$ East, along the tangent to said curve, a distance of 185.08 feet to the beginning of a curve

Legal Continued

concave to the northeast, having a radius of 372.14 feet and a central angle of $21^{\circ} 38' 30''$; thence southeasterly along the arc of said curve, a distance of 140.56 feet to the end of said curve; thence South $56^{\circ} 35' 25''$ East, along the tangent to said curve, a distance of 88.88 feet to the beginning of a curve concave to the southwest, having a radius of 136.45 feet and a central angle of $31^{\circ} 24' 48''$; thence southeasterly along the arc of said curve, a distance of 74.81 feet to the end of said curve; thence South $25^{\circ} 10' 37''$ East, along the tangent to said curve, a distance of 50.99 feet to the beginning of a curve concave to the northwest, having a radius of 200 feet and a central angle of $180^{\circ} 0' 0''$; thence southeasterly, easterly, northeasterly and northerly and northwesterly along the arc of said curve, a distance of 628.32 feet to the end of said curve; thence North $25^{\circ} 10' 37''$ West, along the tangent to said curve, a distance of 50.99 feet to the beginning of a curve concave to the East, having a radius of 59.49 feet and a central angle of $58^{\circ} 35' 12''$; thence northerly along the arc of said curve, a distance of 60.83 feet to a point of reverse curvature; thence northeasterly along the arc of a curve concave to the northwest having a radius of 700 feet and a central angle of $15^{\circ} 0' 0''$, a distance of 183.26 feet, to a point of compound curvature; thence northeasterly, northerly and northwesterly along the arc of a curve concave to the West, having a radius of 450 feet and a central angle of $75^{\circ} 0' 0''$, a distance of 589.05 feet to a point of compound curvature; thence westerly along the arc of a curve concave to the South, having a radius of 1400 feet and a central angle of $45^{\circ} 0' 0''$, a distance of 1099.56 feet to the end of said curve; thence South $78^{\circ} 24' 35''$ West, along the tangent to said curve, a distance of 104.40 feet to the beginning of a curve concave to the northeast, having a radius of 50 feet and a central angle of $95^{\circ} 05' 10''$; thence westerly and northerly along the arc of said curve, a distance of 82.98 feet to a point of compound curvature; thence northerly along the arc of a curve concave to the East, having a radius of 1471.26 feet and a central angle of $31^{\circ} 42' 30''$, a distance of 814.22 feet to a point of compound curvature; thence northerly, easterly and southeasterly along the arc of a curve concave to the South, having a radius of 40 feet and a central angle of $106^{\circ} 35' 52''$ a distance of 74.42 feet to a point of reverse curvature; thence southeasterly, easterly, northerly and northwesterly

along the arc of a curve concave to the northwest, having a radius of 200 feet and a central angle of $202^{\circ} 27' 33''$, a distance of 706.72 feet to a point of reverse curvature; thence northwesterly and northerly along the arc of a curve concave to the East, having a radius of 50 feet and a central angle of $109^{\circ} 25' 27''$, a distance of 95.49 feet to a point of reverse curvature; thence northerly and northwesterly along the arc of a curve concave to the West, having a radius of 200 feet and a central angle of $103^{\circ} 33' 46''$, a distance of 361.50 feet to the end of said curve; thence North $64^{\circ} 47' 45''$ West, along the tangent to said curve, a distance of 180 feet, more or less, to a point in a line parallel to and 75 feet southeasterly from (measured at right angles to) the northerly extension of the center line tangent of the North Palm Beach Waterway, as said center line is shown on Sheet No. 3, of Plat No. 6, Village of North Palm Beach, recorded in Plat Book 26, Pages 10, 11 and 12, Public Records of Palm Beach County, Florida; thence North $25^{\circ} 12' 15''$ East, along said parallel line, a distance of 1067.50 feet, more or less, to a point in the southerly right of way line of the Florida Inland Navigation District's Right of Way, according to the map thereof, recorded in Plat Book 17, Page 10, Public Records of Palm Beach County, Florida; thence South $24^{\circ} 31' 20''$ East, along said right of way line, a distance of 148.13 feet to an angle point; thence South $61^{\circ} 05' 42''$ East, along said right of way line, a distance of 1769.49 feet, more or less, to the westerly right of way line of said U. S. Highway No. 1; thence South $9^{\circ} 55' 13''$ West, along said right of way line, a distance of 400 feet to the beginning of a curve concave to the southeast, having a radius of 210 feet and a central angle of $90^{\circ} 0' 0''$, and whose tangent makes an angle with the preceding course, measured from North to West, of $90^{\circ} 0' 0''$; thence westerly, southwesterly and southerly along the arc of said curve, a distance of 329.87 feet to the end of said curve; thence South $9^{\circ} 55' 13''$ West, along the tangent to said curve, a distance of 425.49 feet to an angle point; thence South $0^{\circ} 06' 25''$ West, a distance of 384.81 feet to the beginning of a curve concave to the northeast, having a radius of 190 feet and a central angle of $91^{\circ} 51' 41''$; thence southerly, southeasterly and easterly along the arc of said curve, a distance of 304.62 feet to the end of said curve, and a point in said westerly right of way line of U. S. Highway No. 1, said point being in the arc of a curve concave to the East, having a radius of 2924.93 feet and a central angle of $31^{\circ} 31' 40''$; thence southerly along the arc of said curve, and through an angle of $17^{\circ} 59' 31''$, a distance of 918.48 feet to the end of said curve; thence South $21^{\circ} 36' 27''$ East, along the tangent to said curve, and being the westerly right of way line of said U. S. Highway No. 1, a distance of 1002.73 feet to the point of beginning.



Return to;
Bruce Gregg
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

CFN 20080413760
OR BK 22953 PG 1631
RECORDED 11/14/2008 13:23:14
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1631 - 1642; (12pgs)

Notice of Lien Rights

Notice of Seacoast Utility Authority in Palm Beach County Florida, providing that unpaid fees and charges for the services and facilities of Seacoast Utility Authority shall constitute liens on the property affected thereby pursuant to Florida Statutes § 159.17.

SEACOAST UTILITY AUTHORITY, established by Interlocal Agreement dated August 17, 1988, pursuant to Chapter 163, Part I, Florida Statutes, by the City of Palm Beach Gardens, Florida, a municipality organized under the laws of the State of Florida; Palm Beach County, a political subdivision of the State of Florida operating under a "Home Rule Charter"; the Village of North Palm Beach, Florida, a municipality organized under the laws of the State of Florida; the Town of Lake Park, a municipality organized under the laws of the State of Florida; and the Town of Juno Beach, a municipality organized under the laws of the State of Florida;

SEACOAST UTILITY AUTHORITY hereby places the public on record notice of the following:

1. Florida Statute § 159.17 creates certain lien rights against all lands and premises served by Seacoast Utility Authority.
2. As of the date hereof, the lands served by Seacoast Utility Authority are described in Exhibit "A", attached hereto and made a part hereof.
3. Inquiries regarding unpaid fees and charges should be directed to Seacoast Utility Authority.

[Signature Page to follow]

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESS:

SEACOAST UTILITY AUTHORITY:

Signed, sealed and delivered
in the presence of:

Drew Hegg
Witness Signature

Bruce Gregg
Print Name

Dawn Phillips
Witness Signature

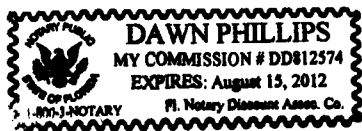
Dawn Phillips
Print Name

By: *RKB*
Richard K. Bishop, Executive Director

Attest: *Mary Ann Stiles*
Mary Ann Stiles, CMC, Authority Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

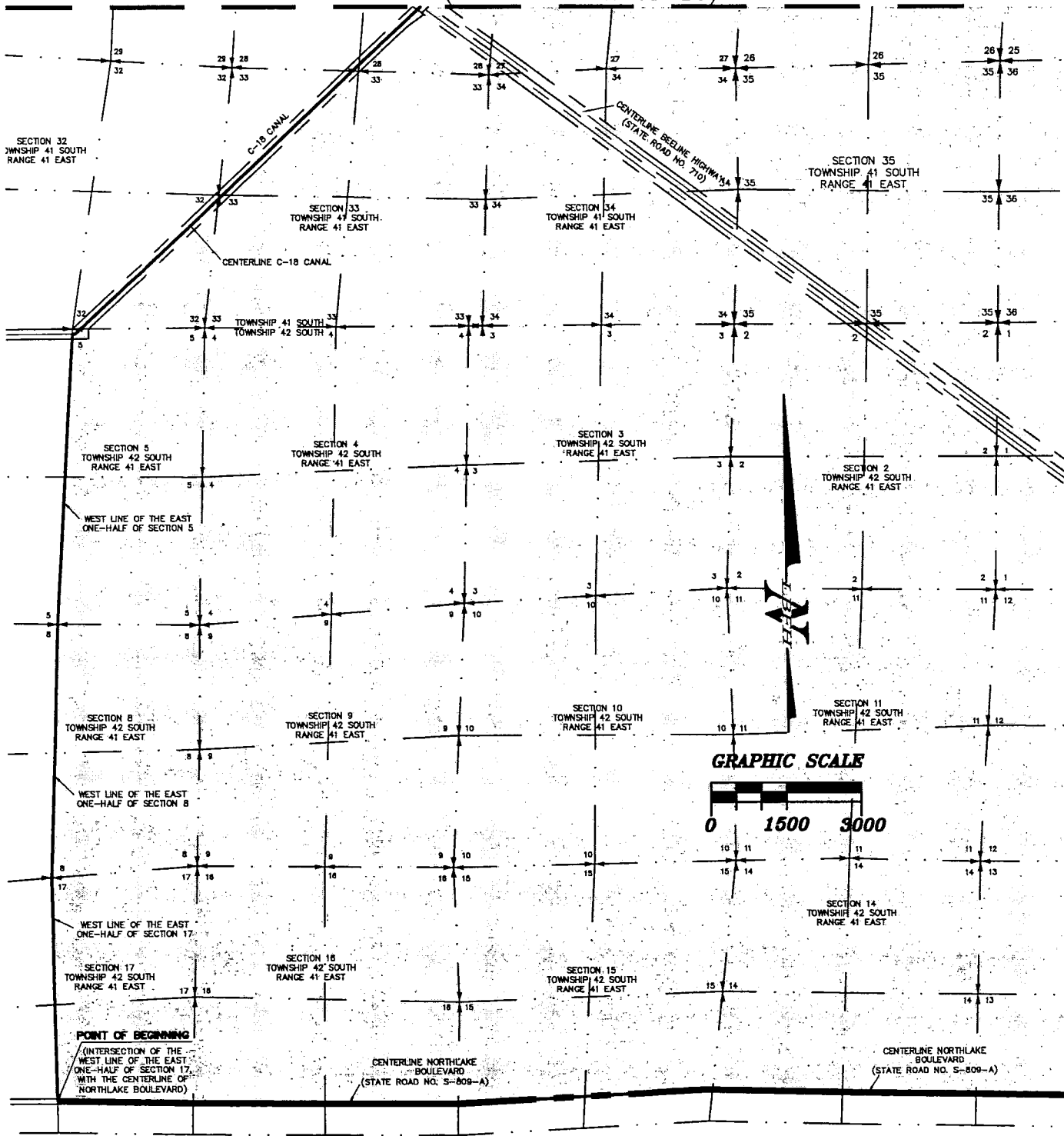
The foregoing instrument was acknowledged before me this ____ day of November, 2008 by Richard K. Bishop and Mary Ann Stiles, Executive Director and Authority Clerk respectively of Seacoast Utility Authority, who are both personally known to me and who did not take an oath.



Dawn Phillips
Notary Signature

Dawn Phillips
Print Name

Notary Public - State of Florida
Commission No.
My Commission Expires:



"MATCH LINE" (SEE SHEET 8 OF 10)

"EXHIBIT A"

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SURVEYOR AND MAPPER'S SIGNATURE
 1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

Brian C. Kiernan

BRIAN C. KIERNAN, PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA NO. 6101

PROJECT NAME:
 SKETCH AND DESCRIPTION FOR:
SEACOAST UTILITY AUTHORITY
 (SERVICE AREA BOUNDARY)

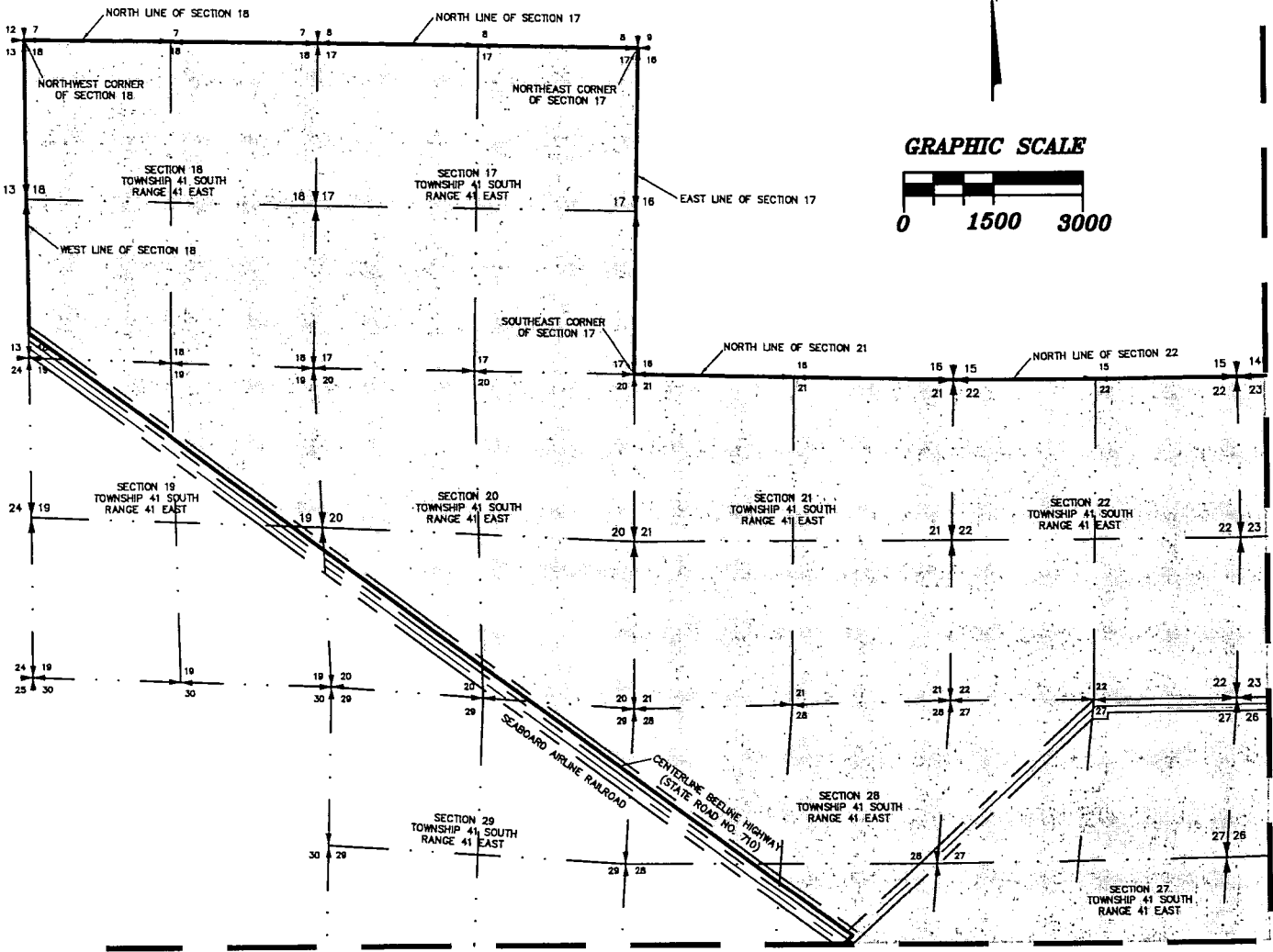
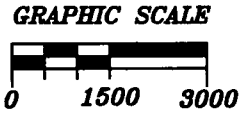
10/29/08-BK-REVISED EXHIBIT TITLE AND SIGNING SURVEYOR

04/19/05-CHK-REV'D SKETCH & DESC. PER SEACOAST COMMENTS

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Scale: 1"=3000'
 Sheet 1 OF 10
 Computed: CHK
 Checked: CHK

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Date: 4/11/05	FILE NO. 88-0280lg12	Project No. 88-0280	



"MATCH LINE" (SEE SHEET 3 OF 10)

"MATCH LINE" (SEE SHEET 1 OF 10)

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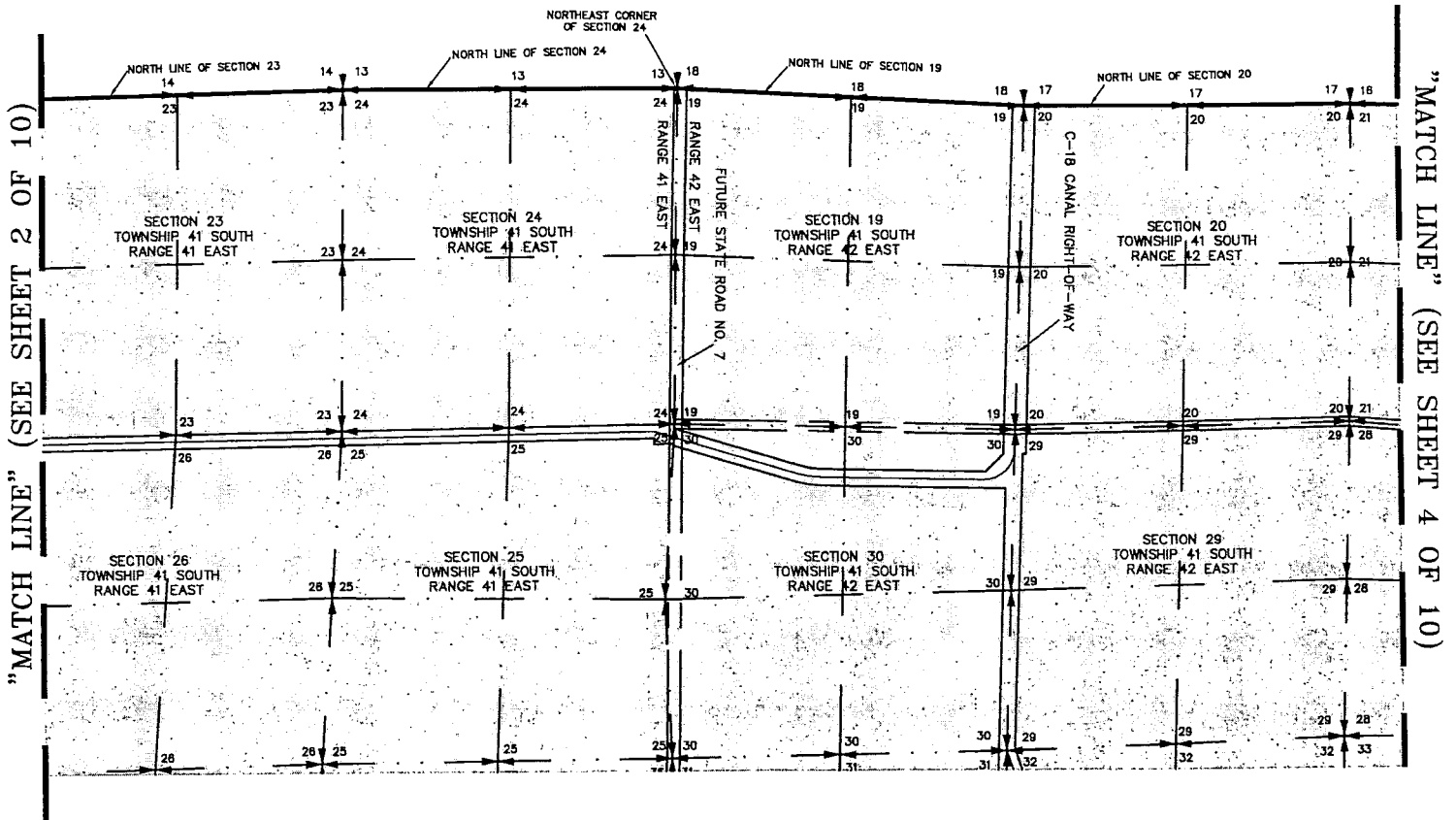
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GRAPHIC SCALE



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Sheet 3 OF 10

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Checked: CHK

REVISIONS:

Field Book: N/A

Date

4/11/05

Page: N/A

FILE NO.

88-0280lg12

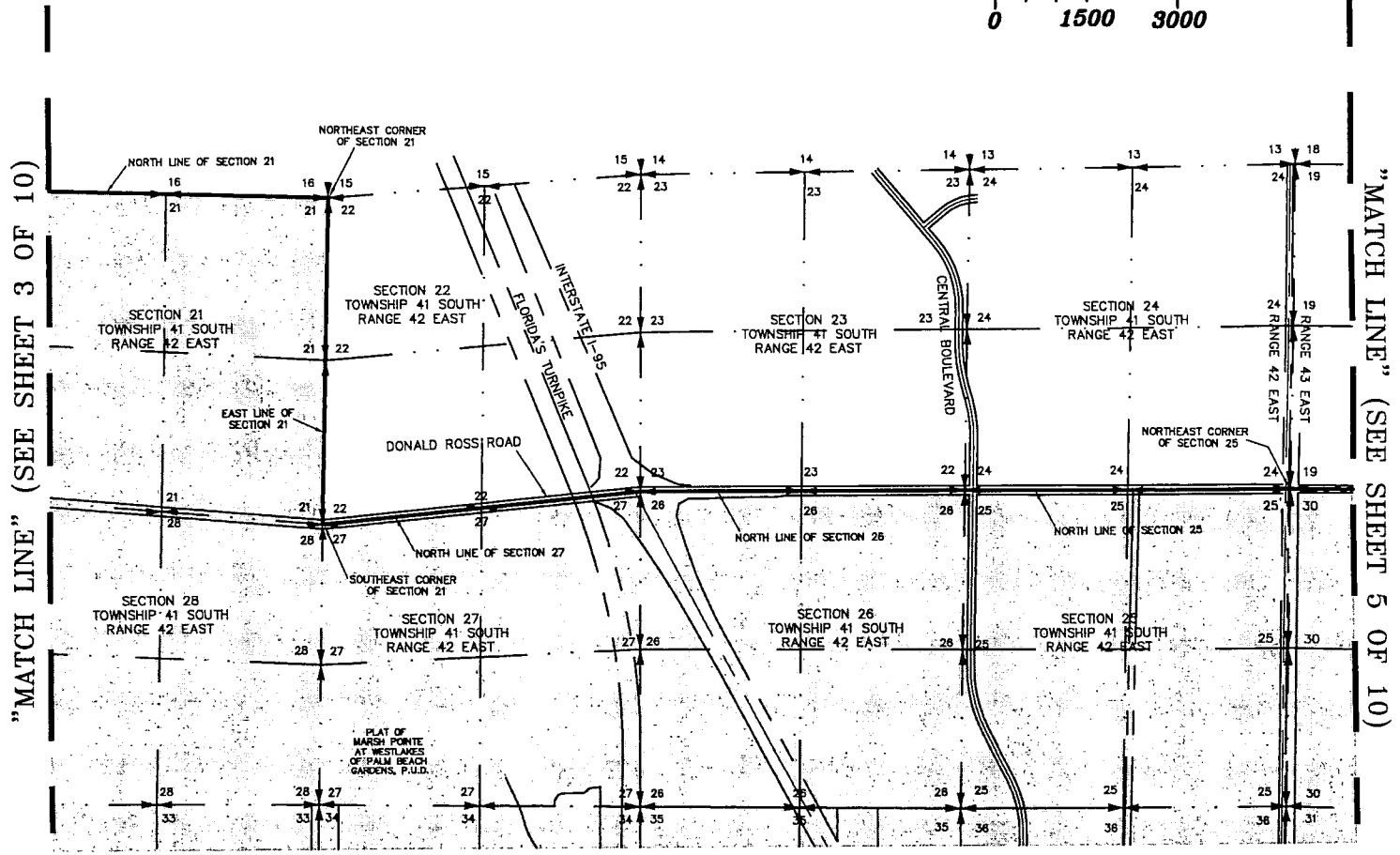
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Project No.

88-0280



GRAPHIC SCALE



"MATCH LINE" (SEE SHEET 3 OF 10)

"MATCH LINE" (SEE SHEET 5 OF 10)

"EXHIBIT A"

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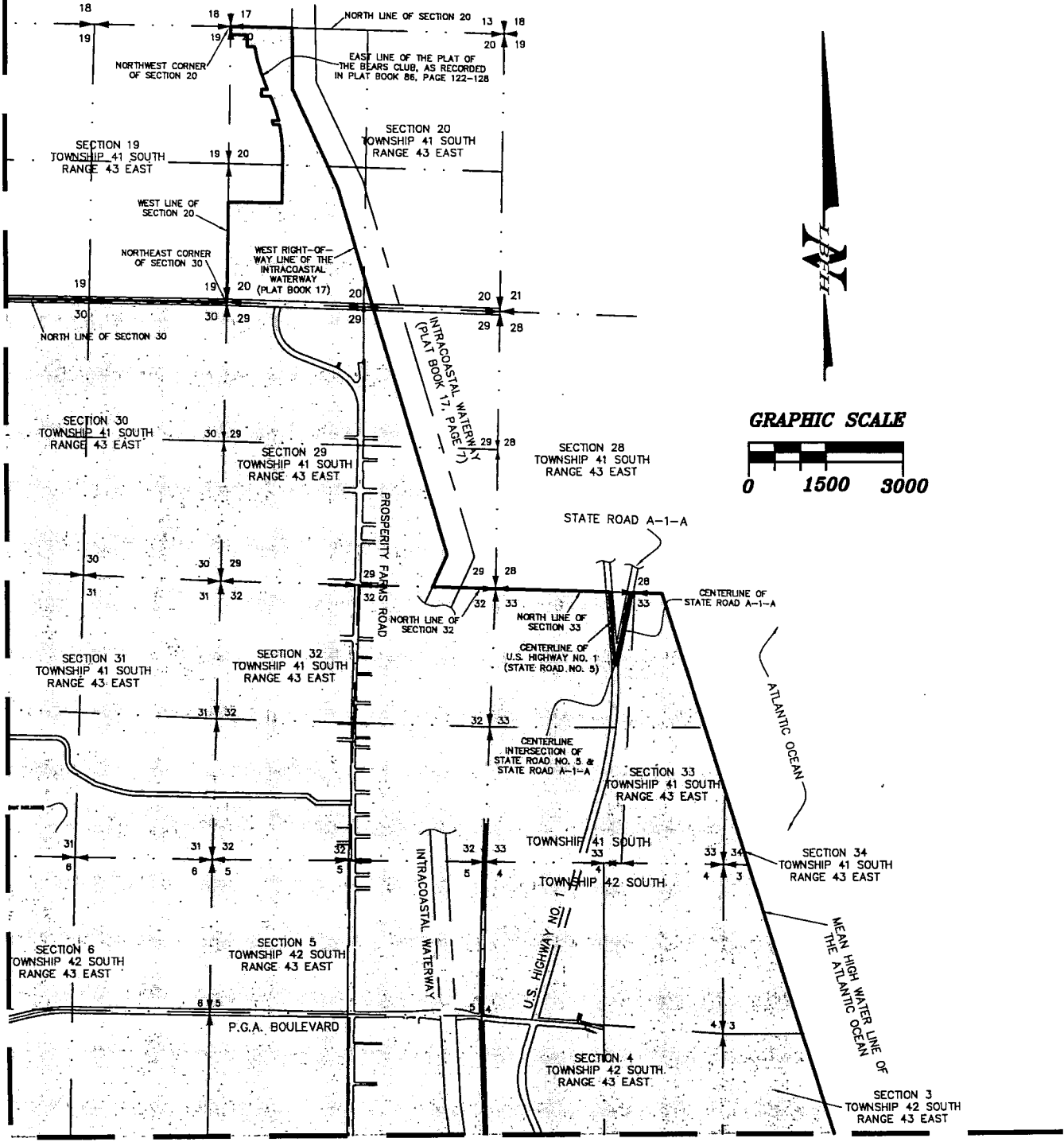
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Date 4/11/05	FILE NO. 88-0280lg12	Project No. 88-0280

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"MATCH LINE" (SEE SHEET 4 OF 10)



"MATCH LINE" (SEE SHEET 6 OF 10)

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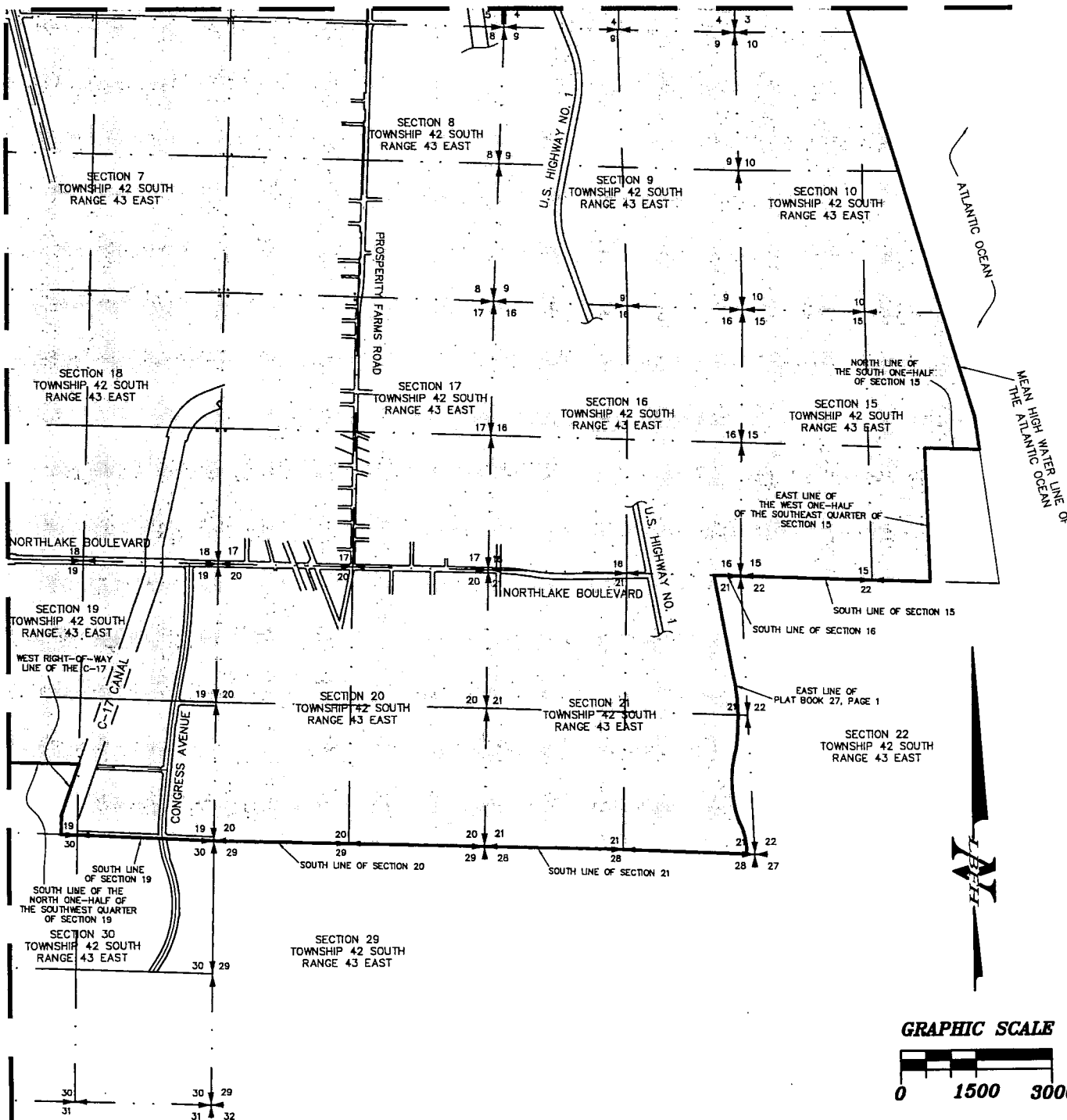
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 Sheet 5 OF 10
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 Checked: CHK

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Date: 4/11/05	FILE NO.: 88-0280lg112	Project No.: 88-0280	

"MATCH LINE" (SEE SHEET 5 OF 10)

"MATCH LINE" (SEE SHEET 7 OF 10)



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Sheet 6 OF 10

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Checked: CHK

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4/11/05

Page: N/A

FILE NO.

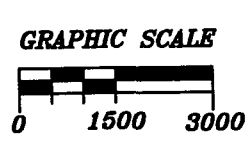
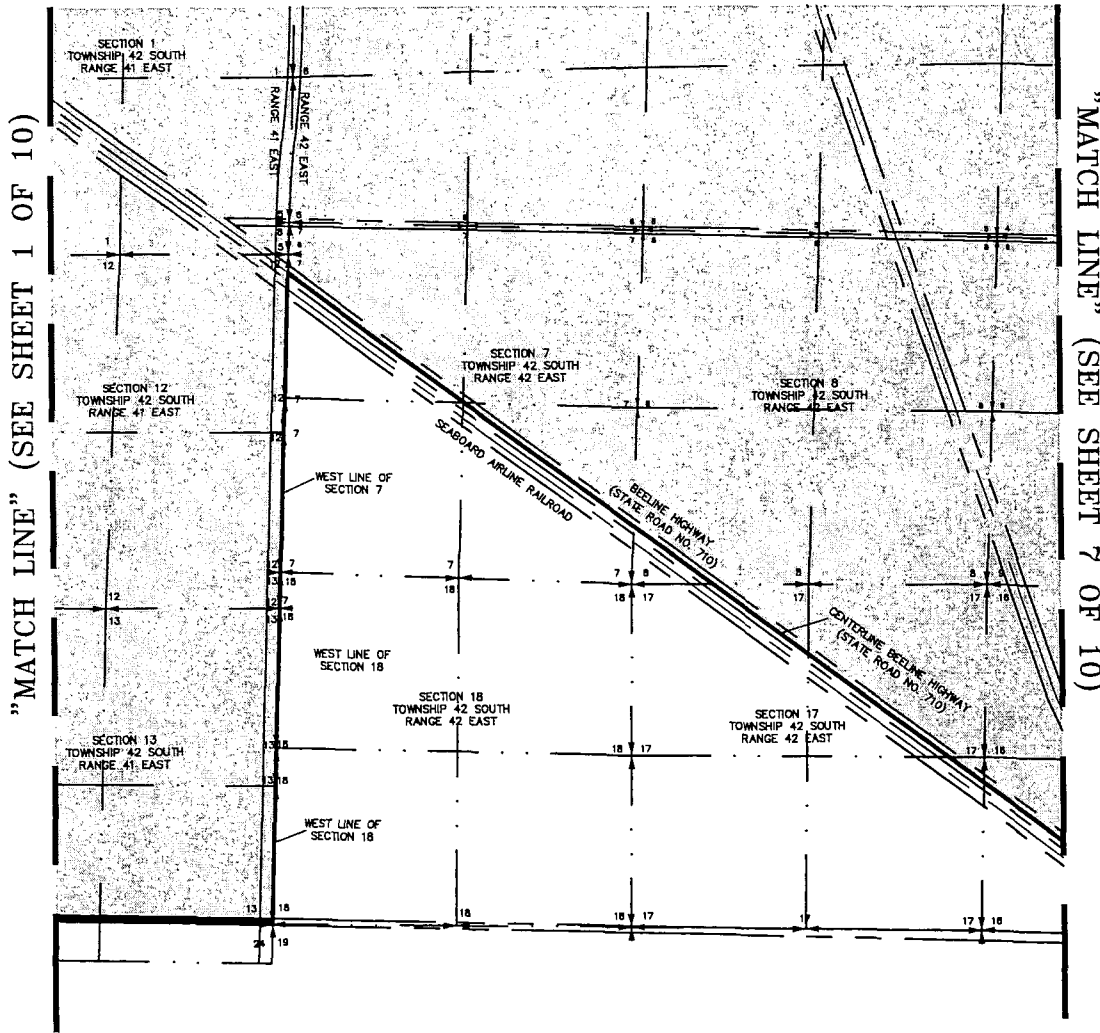
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Project No.

88-0280

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Scale: 1" = 3000'	REVISIONS:		
Sheet 8 of 10	Field Book: N/A	Page: N/A	Field: N/A
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Date: 10/29/2008 3:51 PM
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 SHEET 9 & 10
 Layout Name: P:\88-0280\88-0280\12.dwg
 Drawing Name: P:\88-0280\88-0280\12.dwg
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LEGAL DESCRIPTION: (CONTINUED)

INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5);
 THENCE SOUTHERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID CENTERLINE TO
 THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD A-1-A; THENCE
 NORTHEASTERLY, DEPARTING THE CENTERLINE OF SAID U.S. HIGHWAY NO. 1, AND ALONG
 THE CENTERLINE OF SAID STATE ROAD A-1-A TO THE NORTH LINE OF SAID SECTION
 33; THENCE EASTERLY DEPARTING SAID CENTERLINE, AND ALONG SAID NORTH LINE TO
 THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHEASTERLY,
 DEPARTING SAID NORTH LINE, AND ALONG SAID MEAN HIGH WATER LINE TO THE NORTH
 LINE OF THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 43 EAST;
 THENCE WESTERLY, DEPARTING SAID MEAN HIGH WATER LINE, AND ALONG SAID NORTH
 LINE TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID
 SECTION 15; THENCE SOUTHERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID EAST
 LINE TO THE SOUTH LINE OF SAID SECTION 15; THENCE EASTERLY DEPARTING SAID
 EAST LINE, AND ALONG SAID SOUTH LINE TO THE EAST LINE OF PLAT BOOK 27, PAGE
 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY, DEPARTING
 SAID SOUTH LINE, AND ALONG SAID EAST PLAT LINE TO THE SOUTH LINE OF SECTION
 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST; THENCE WESTERLY, DEPARTING SAID EAST
 PLAT LINE, AND ALONG THE SOUTH LINE OF SAID SECTION 21, AND SECTIONS 20, AND
 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST TO THE WEST RIGHT-OF-WAY LINE OF THE
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-17; THENCE NORTHERLY
 DEPARTING SAID SOUTH LINE, AND ALONG SAID WEST RIGHT-OF-WAY LINE TO THE
 SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION
 19; THENCE WESTERLY, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG SAID
 SOUTH LINE TO THE EAST LINE OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 42 EAST
 (SAID LINE ALSO BEING THE CENTERLINE OF INTERSTATE I-95); THENCE SOUTHERLY
 DEPARTING SAID SOUTH LINE, AND ALONG SAID EAST LINE TO THE SOUTHEAST CORNER
 OF SAID SECTION 24; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 24
 TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE
 EAST LINE OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 42 EAST TO THE CENTERLINE
 OF BEELINE HIGHWAY (STATE ROAD NO. 710); THENCE NORTHWESTERLY, DEPARTING
 SAID EAST LINE, AND ALONG THE CENTERLINE OF SAID BEELINE HIGHWAY TO THE WEST
 LINE OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 42 EAST; THENCE NORTHERLY
 DEPARTING SAID CENTERLINE, AND ALONG THE WEST LINE OF SAID SECTION 22, TO THE
 CENTERLINE OF NORTHLAKE BOULEVARD (STATE ROAD S-809-A); THENCE WESTERLY
 DEPARTING SAID WEST LINE, AND ALONG SAID CENTERLINE TO THE CENTERLINE OF
 BEELINE HIGHWAY (STATE ROAD NO. 710); THENCE NORTHWESTERLY, DEPARTING SAID
 CENTERLINE OF NORTHLAKE BOULEVARD, AND ALONG SAID BEELINE HIGHWAY
 CENTERLINE TO THE WEST LINE OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 42 EAST;
 THENCE SOUTHERLY, DEPARTING SAID CENTERLINE, AND ALONG SAID WEST LINE, AND
 THE WEST LINE OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 42 EAST TO THE
 CENTERLINE OF NORTHLAKE BOULEVARD; THENCE WESTERLY, DEPARTING SAID WEST
 LINE, AND ALONG SAID CENTERLINE THROUGH SECTIONS 13, 14, 15, 16, AND 17,
 TOWNSHIP 42 SOUTH, RANGE 41 EAST, TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

"EXHIBIT A"

PROJECT NAME:
 SKETCH AND DESCRIPTION FOR:
SEACOAST UTILITY AUTHORITY
 (SERVICE BOUNDARY)



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Scale: N/A	REVISIONS:		
Sheet 10 of 10	Field Book: N/A	Page: N/A	Field: N/A
Computed: CHK	Date	FILE NO.	Project No.
Checked: CHK	4/11/05	88-0280lg12	88-0280



CFN 20140169313
 OR BK 26779 PG 0403
 RECORDED 05/08/2014 13:26:42
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0403 - 413; (11pgs)

Please Return to:
 SEACOAST UTILITY AUTHORITY
 4200 HOOD ROAD
 PALM BEACH GARDENS, FL 33410

NOTICE OF INTEREST

Seacoast Utility Authority (the "Authority") hereby gives notice that the Authority has existing water and sewer lines and appurtenances (the "Facilities") located within the boundaries of its service area described as follows:

See Exhibit "A" (the "Service Area")

Some of those Facilities may, in certain instances, lie outside of dedicated, platted or expressly granted easements.

Please take notice that the Authority's Service Code, incorporated by reference into each of its customer agreements, provide a grant to the Authority, without cost, by every Authority customer of all rights, easements, permits and privileges which are necessary for the rendering of water or sewer service, including mains, service lines, fire hydrants and other appurtenances. All new Authority customers requesting service will be required to grant an express easement to the Authority as a condition of service as required by the Authority's Service Code, as may be amended from time to time.

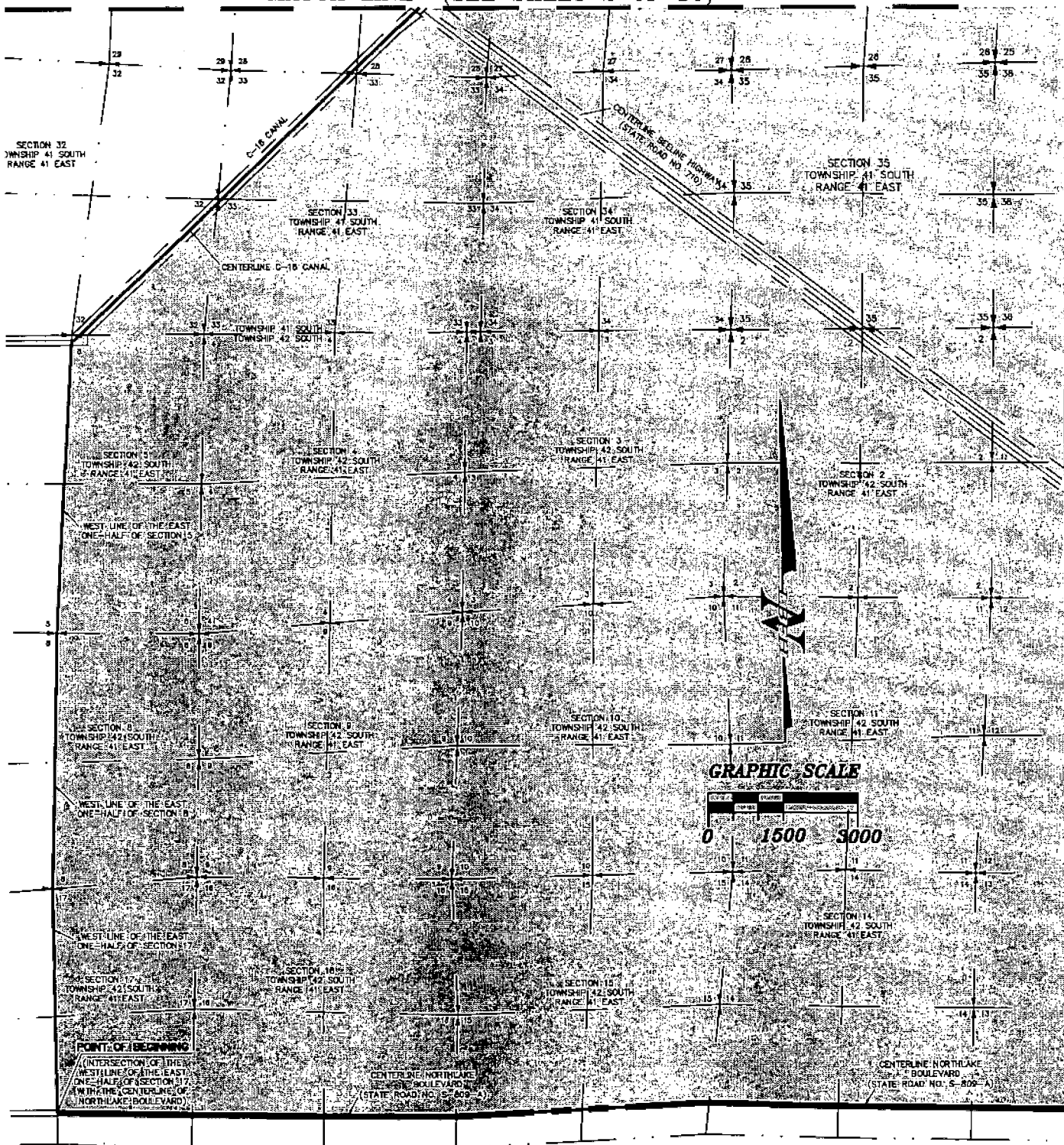
SEACOAST UTILITY AUTHORITY
 By: *Joseph Lo Bello*
 Joseph Lo Bello, Chair

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

The foregoing instrument was acknowledged before me this 23rd day of April, 2014 by Joseph Lo Bello, Chair of Seacoast Utility Authority, () who is personally known to me OR () who produced _____ as identification.



Jessica Moore
 Notary Signature
Jessica Moore
 Print Notary Name
 NOTARY PUBLIC
 State of Florida at Large
 My Commission expires:



"MATCH LINE" (SEE SHEET 8 OF 10)

"EXHIBIT A"

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SURVEYOR AND MAPPER'S SIGNATURE
 1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

[Handwritten Signature]

BRIAN C. KIERNAN, PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA NO. 8101

PROJECT NAME:
 SKETCH AND DESCRIPTION FOR:
SEACOAST UTILITY AUTHORITY
 (SERVICE AREA BOUNDARY)

10/29/08-BK-REVISED EXHIBIT TITLE AND SIGNING SURVEYOR
 04/19/05-CHK-REV'D SKETCH & DESC. PER SEACOAST COMMENTS

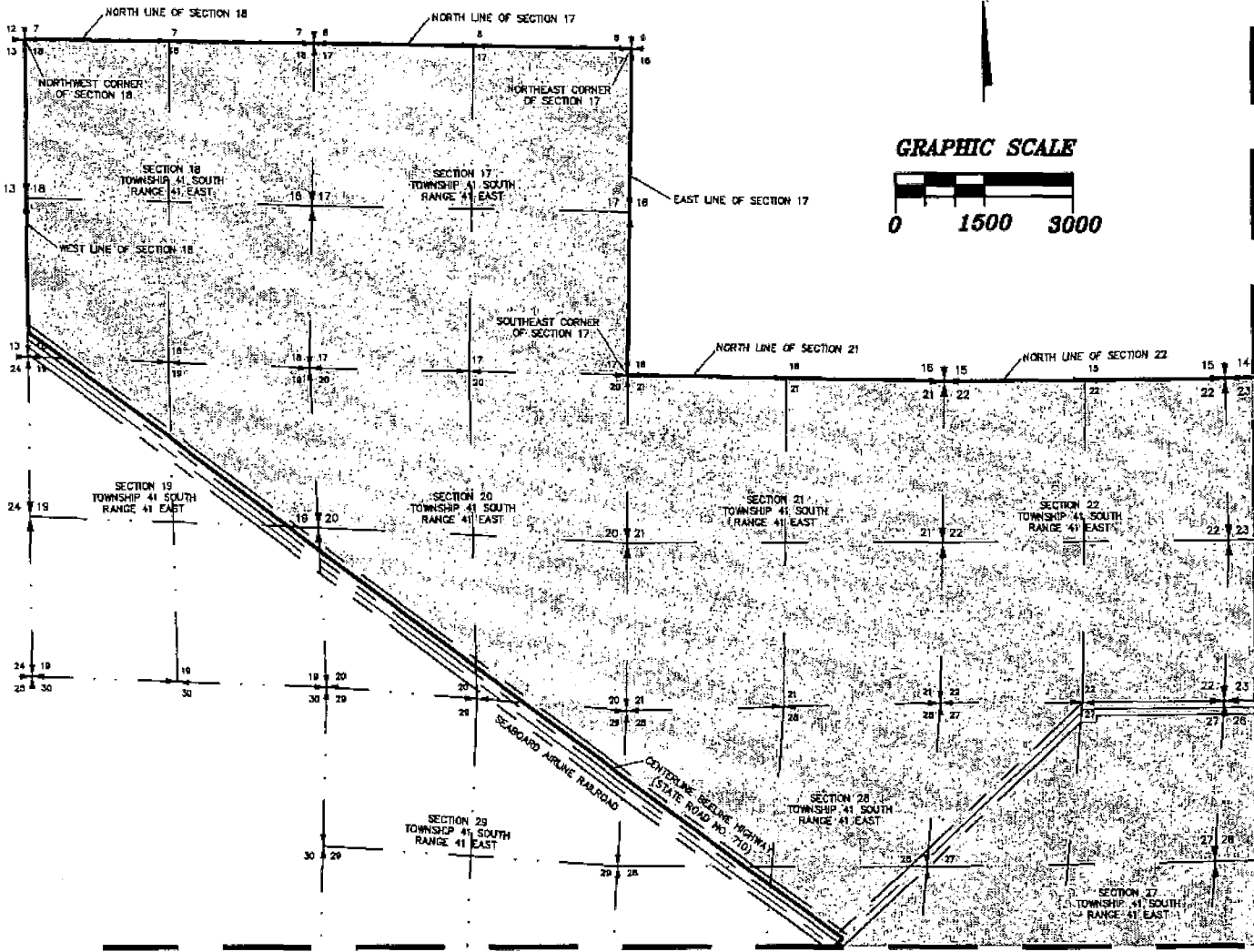


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Scale: 1"=3000'
 Sheet 1 OF 10
 Computed: CHK
 Checked: CHK

REVISIONS:			
Field Book: N/A	Page: N/A	Field: N/A	
Date: 4/11/05	FILE NO.: 88-0280lg12	Project No.: 88-0280	



"MATCH LINE" (SEE SHEET 3 OF 10)

"MATCH LINE" (SEE SHEET 1 OF 10)

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"EXHIBIT A"

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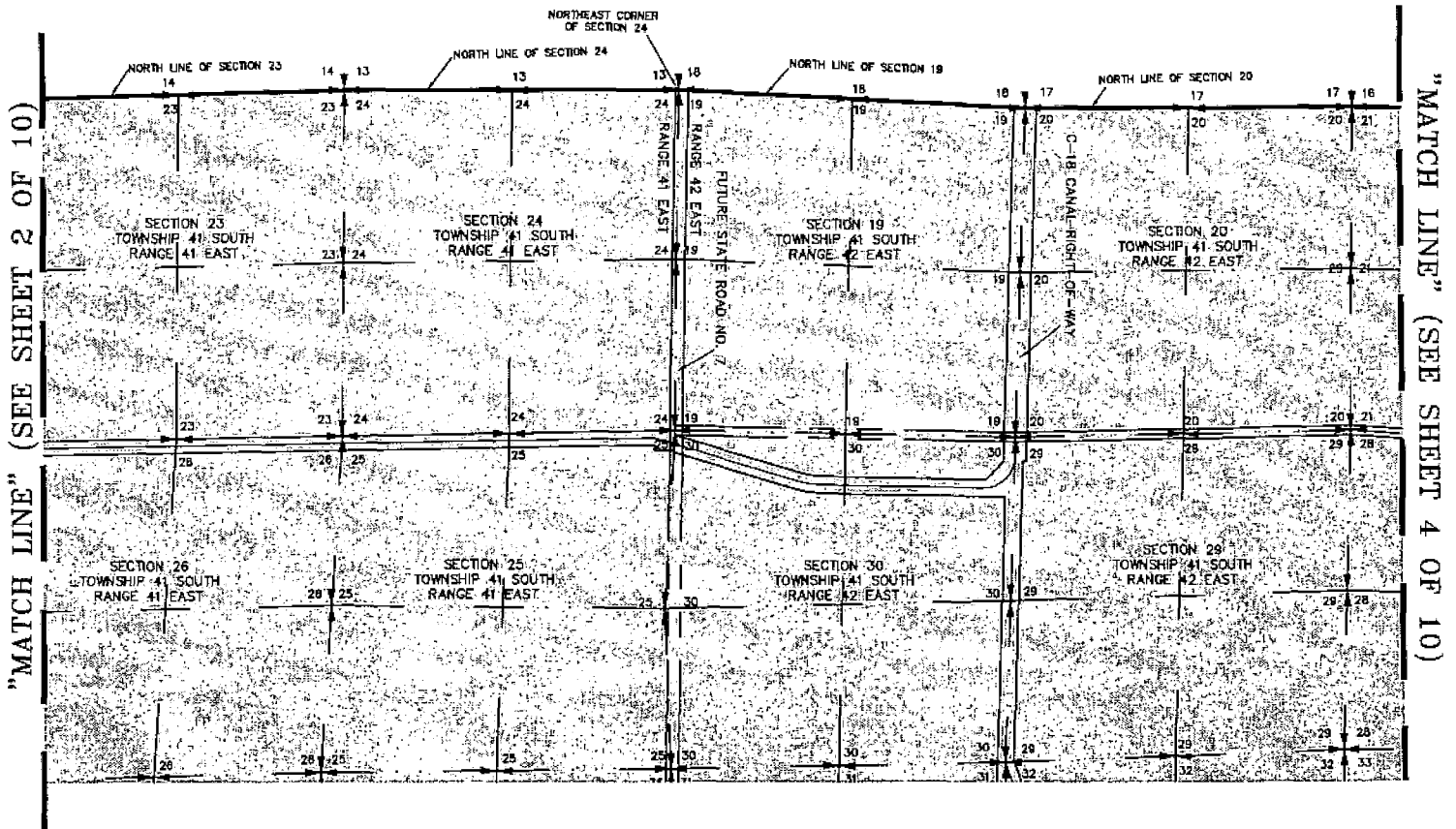
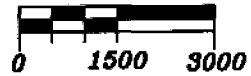
PROJECT NAME:			
SKETCH AND DESCRIPTION FOR:			
SEACOAST UTILITY AUTHORITY			
(SERVICE AREA BOUNDARY)			

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Scale: 1"=3000'	REVISIONS:		
Sheet 2 OF 10	Field Book: N/A	Page: N/A	Field: N/A
Computed: CHK	Date	FILE NO.	Project No.
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GRAPHIC SCALE



"EXHIBIT A"

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Sheet 3 OF 10

Computed: CHK

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REVISIONS:

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Date
 4/11/05

Page: N/A

FILE NO.
 88-0280lg12

Field: N/A

Project No.
 88-0280

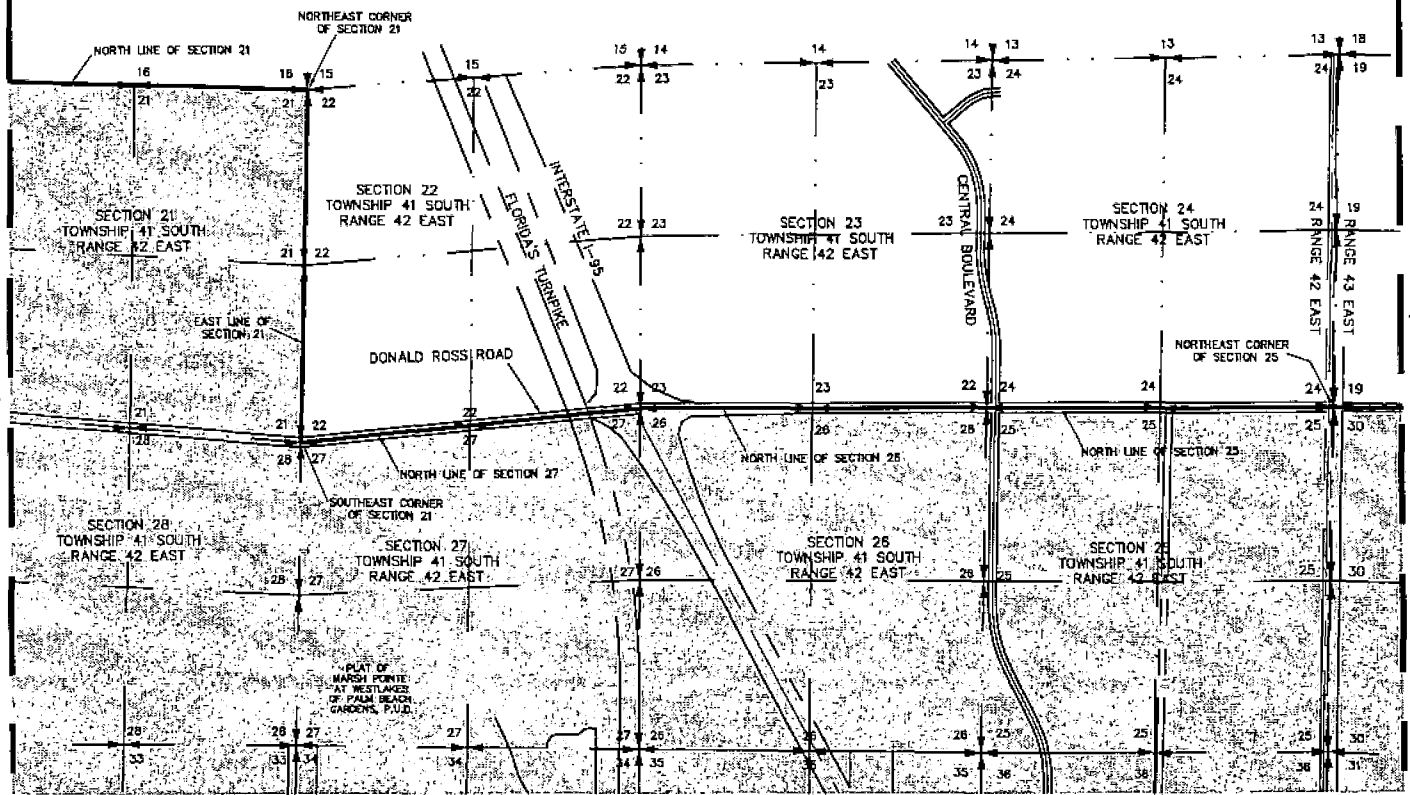


GRAPHIC SCALE



"MATCH LINE" (SEE SHEET 3 OF 10)

"MATCH LINE" (SEE SHEET 5 OF 10)



"EXHIBIT A"

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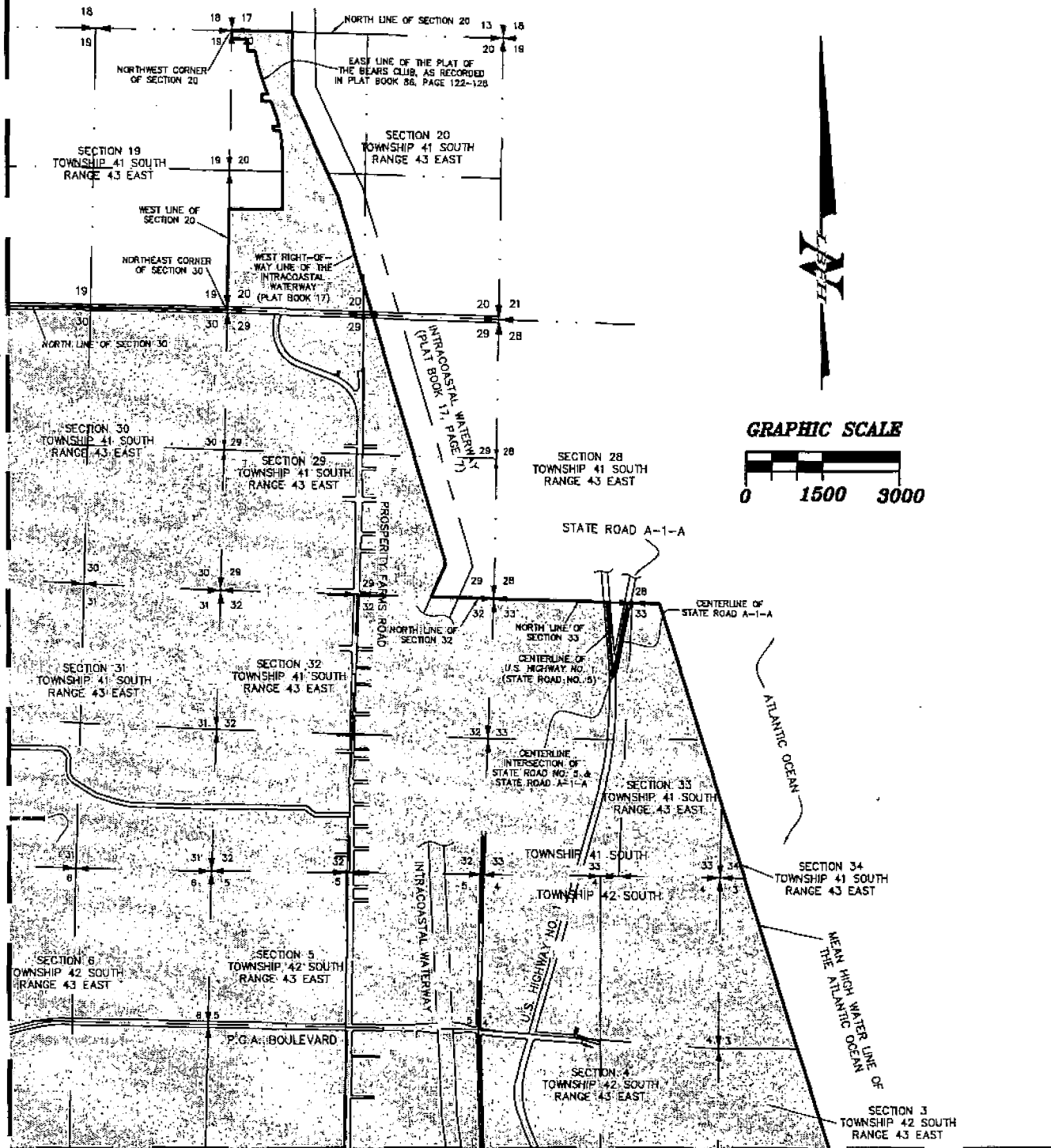
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Scale: 1"=3000'
Sheet 4 OF 10
Computed: CHK
Checked: CHK

REVISIONS:

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Date 4/11/05	FILE NO. 88-0280lg12	Project No. 88-0280

"MATCH LINE" (SEE SHEET 4 OF 10)



"MATCH LINE" (SEE SHEET 6 OF 10)

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Scale: 1"=3000'

Sheet 5 OF 10

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Date

4/11/05

Page: N/A

FILE NO.

88-0280lg12

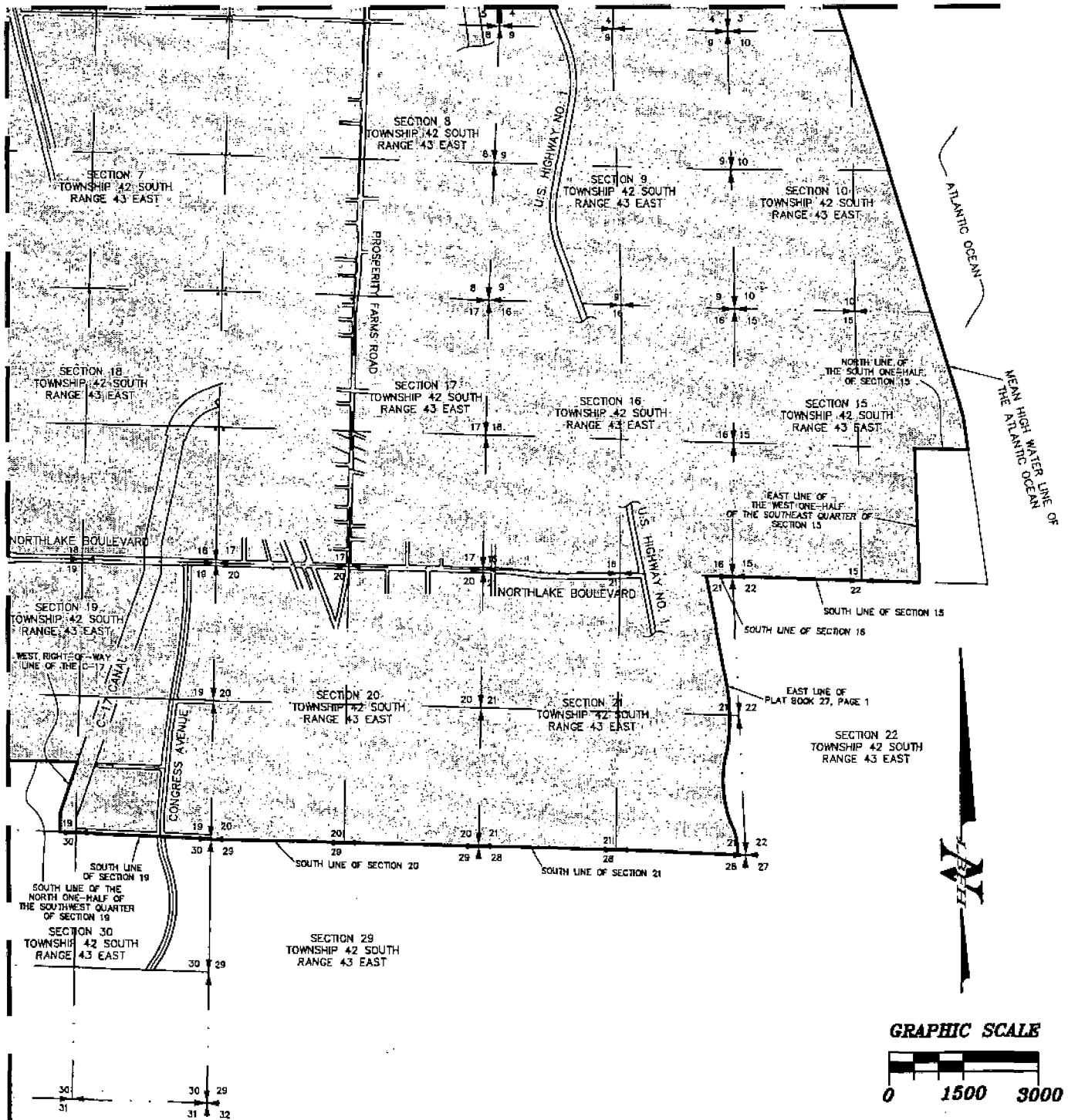
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Project No.

88-0280

"MATCH LINE" (SEE SHEET 5 OF 10)

"MATCH LINE" (SEE SHEET 7 OF 10)



Date: 10/29/2008 - 3:49 PM - LBFH, Inc.
 Plotted by: Kiernan, Brian - SHEET 6 - Layout Name: SHEET 6 - P:\88-0280\88-0280\112.dwg Drawing Name: P:\88-0280\88-0280\112.dwg SHEET 6, 10/29/2008

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Sheet 6 OF 10

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Date

4/11/05

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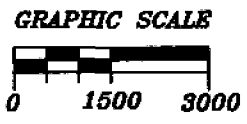
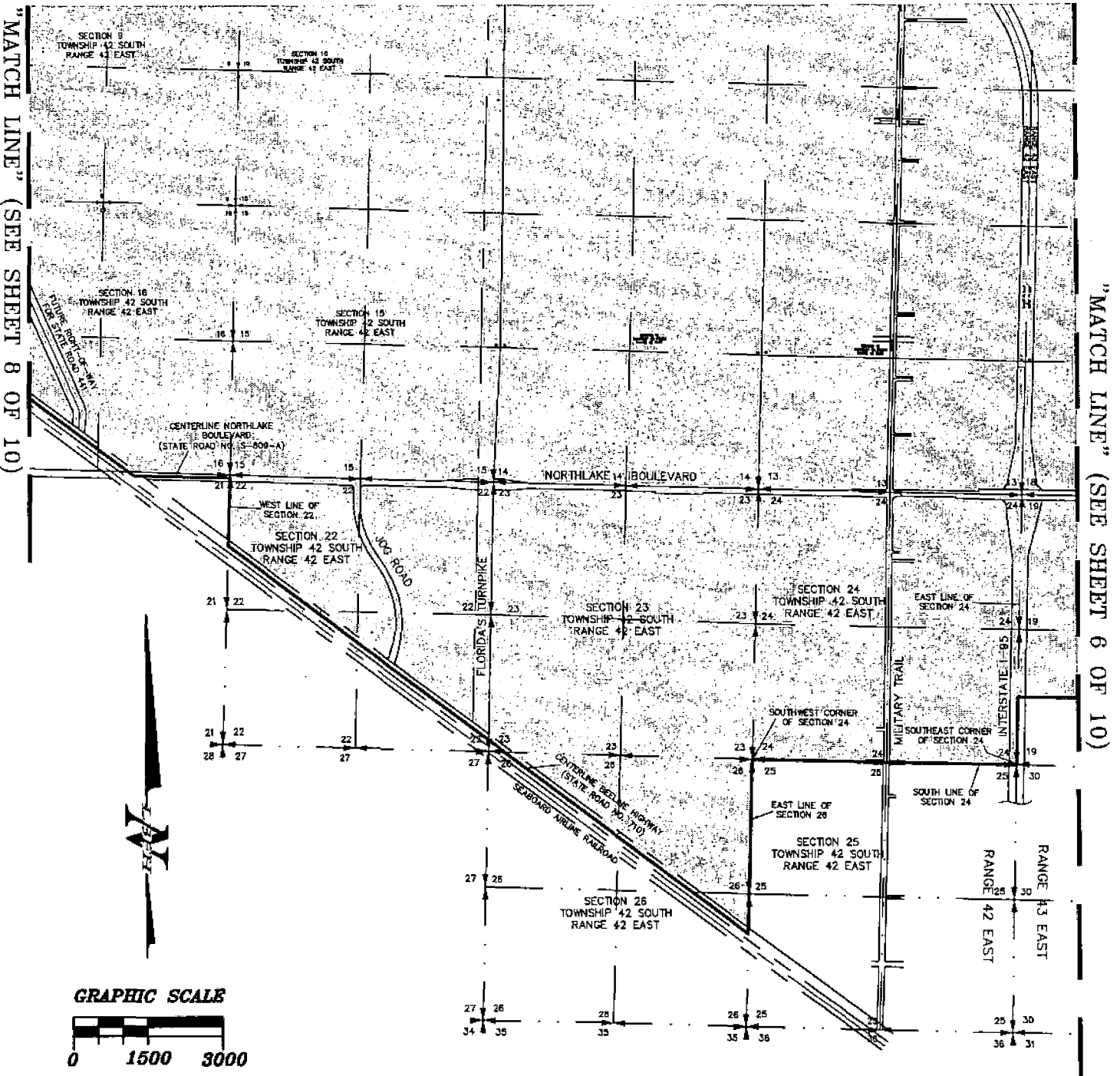
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Project No.

88-0280



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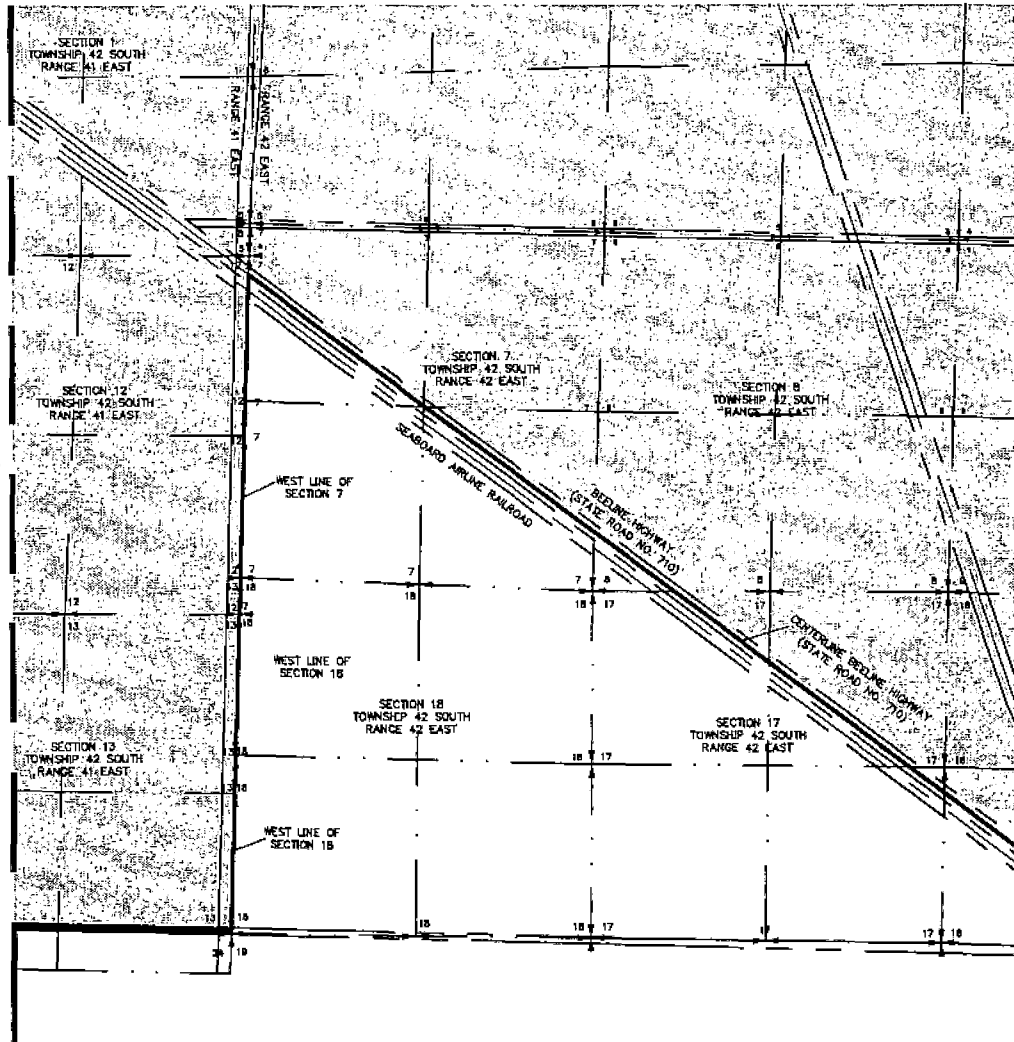
PROJECT NAME:			
SKETCH AND DESCRIPTION FOR: SEACOAST UTILITY AUTHORITY (SERVICE AREA BOUNDARY)			

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Sheet 7 OF 10	Field Book: N/A	Page: N/A	Field: N/A
Computed: CHK	Date	FILE NO.	Project No.
Checked: CHK	4/11/05	88-0280lg12	88-0280

"MATCH LINE" (SEE SHEET 1 OF 10)



"MATCH LINE" (SEE SHEET 7 OF 10)



GRAPHIC SCALE




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Scale: 1"=3000'	REVISIONS:		
Sheet 8 of 10	Field Book: N/A	Page: N/A	Field: N/A
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Date: 10/29/2008 3:50 PM
 Plotted by: Kiernan, Brian
 Drawing Name: P:\88-0280\88-0280g12.dwg
 Layout Name: SHEET 9 & 10
 Size: 2005 LBFH Inc.

LEGAL DESCRIPTION: SERVICE AREA BOUNDARY

BEING A PARCEL OF LAND LYING OVER A PORTION OF TOWNSHIP 41 SOUTH, RANGE 41 EAST, TOWNSHIP 42 SOUTH, RANGE 41 EAST, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWNSHIP 42 SOUTH, RANGE 42 EAST, TOWNSHIP 41 SOUTH, RANGE 43 EAST, AND TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST ONE-HALF OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST WITH THE CENTERLINE OF NORTHLAKE BOULEVARD (STATE ROAD NO. S-809-A); THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST ONE-HALF OF SECTIONS 17, 8, AND 5, TOWNSHIP 42 SOUTH, RANGE 41 EAST, TO THE CENTERLINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18; THENCE EASTERLY, THEN NORTHEASTERLY, DEPARTING SAID WEST LINE, AND ALONG THE CENTERLINE OF SAID C-18 CANAL TO THE CENTERLINE OF BEELINE HIGHWAY (STATE ROAD NO. 710); THENCE NORTHWESTERLY DEPARTING SAID CANAL CENTERLINE, AND ALONG THE CENTERLINE OF SAID BEELINE HIGHWAY TO THE WEST LINE OF SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST; THENCE NORTHERLY DEPARTING SAID BEELINE HIGHWAY CENTERLINE, AND ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18, AND THE NORTH LINE OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 17, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE EASTERLY, ALONG THE NORTH LINES OF SECTIONS 21, 22, 23, AND 24, TOWNSHIP 41 SOUTH, RANGE 41 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE EASTERLY ALONG THE NORTH LINES OF SECTION 19, 20, AND 21, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21 SAID POINT ALSO BEING THE CENTERLINE OF DONALD ROSS ROAD; THENCE EASTERLY, ALONG THE NORTH LINE OF SECTIONS 27, 26, AND 25, TOWNSHIP 41 SOUTH, RANGE 42 EAST (SAID LINES ALSO BEING THE CENTERLINE OF DONALD ROSS ROAD) TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE CONTINUE EASTERLY, ALONG THE NORTH LINE OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 43 EAST (SAID LINE ALSO BEING THE CENTERLINE OF DONALD ROSS ROAD) TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 20, TOWNSHIP 41 SOUTH, RANGE 43 EAST TO THE SOUTH LINE OF THE PLAT OF THE BEARS CLUB AS RECORDED IN PLAT BOOK 86, PAGES 122-128; THENCE EASTERLY, NORTHERLY, AND WESTERLY ALONG THE LIMITS OF SAID BEARS CLUB PLAT TO THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY DEPARTING SAID PLAT LINE, AND ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SECTION 20 TO THE WEST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN PLAT BOOK 17, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTH LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THENCE EASTERLY, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG SAID NORTH LINE, AND THE NORTH LINE OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST TO THE

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(CONTINUED ON SHEET 10)

"EXHIBIT A"

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 Sheet 9 of 10
 Computed: CHK
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REVISIONS:			
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Date	FILE NO.	Project No.	
4/11/05	88-0280lg12	88-0280	

Date: 10/29/2008 3:51 PM
 Plotted by: Kiernan, Brian
 Layout Name: SHEET 9 & 10
 Drawing Name: F:\88-0280\88-0280gl12.dwg
 100-0280\100-0280gl12.dwg, SHEET 9 & 10, 10/29/2008 3:51 PM

LEGAL DESCRIPTION: (CONTINUED)

INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTHERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD A-1-A; THENCE NORTHEASTERLY, DEPARTING THE CENTERLINE OF SAID U.S. HIGHWAY NO. 1, AND ALONG THE CENTERLINE OF SAID STATE ROAD A-1-A TO THE NORTH LINE OF SAID SECTION 33; THENCE EASTERLY DEPARTING SAID CENTERLINE, AND ALONG SAID NORTH LINE TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHEASTERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID MEAN HIGH WATER LINE TO THE NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 43 EAST; THENCE WESTERLY, DEPARTING SAID MEAN HIGH WATER LINE, AND ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTHERLY, DEPARTING SAID NORTH LINE, AND ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 15; THENCE EASTERLY DEPARTING SAID EAST LINE, AND ALONG SAID SOUTH LINE TO THE EAST LINE OF PLAT BOOK 27, PAGE 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY, DEPARTING SAID SOUTH LINE, AND ALONG SAID EAST PLAT LINE TO THE SOUTH LINE OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST; THENCE WESTERLY, DEPARTING SAID EAST PLAT LINE, AND ALONG THE SOUTH LINE OF SAID SECTION 21, AND SECTIONS 20, AND 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST TO THE WEST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-17; THENCE NORTHERLY DEPARTING SAID SOUTH LINE, AND ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG SAID SOUTH LINE TO THE EAST LINE OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 42 EAST (SAID LINE ALSO BEING THE CENTERLINE OF INTERSTATE I-95); THENCE SOUTHERLY DEPARTING SAID SOUTH LINE, AND ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 42 EAST TO THE CENTERLINE OF BEELINE HIGHWAY (STATE ROAD NO. 710); THENCE NORTHWESTERLY, DEPARTING SAID EAST LINE, AND ALONG THE CENTERLINE OF SAID BEELINE HIGHWAY TO THE WEST LINE OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 42 EAST; THENCE NORTHERLY DEPARTING SAID CENTERLINE, AND ALONG THE WEST LINE OF SAID SECTION 22, TO THE CENTERLINE OF NORTHLAKE BOULEVARD (STATE ROAD S-809-A); THENCE WESTERLY DEPARTING SAID WEST LINE, AND ALONG SAID CENTERLINE TO THE CENTERLINE OF BEELINE HIGHWAY (STATE ROAD NO. 710); THENCE NORTHWESTERLY, DEPARTING SAID CENTERLINE OF NORTHLAKE BOULEVARD, AND ALONG SAID BEELINE HIGHWAY CENTERLINE TO THE WEST LINE OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 42 EAST; THENCE SOUTHERLY, DEPARTING SAID CENTERLINE, AND ALONG SAID WEST LINE, AND THE WEST LINE OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 42 EAST TO THE CENTERLINE OF NORTHLAKE BOULEVARD; THENCE WESTERLY, DEPARTING SAID WEST LINE, AND ALONG SAID CENTERLINE THROUGH SECTIONS 13, 14, 15, 16, AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, TO THE POINT OF BEGINNING.

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"EXHIBIT A"

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Sheet 10 of 10	Field Book: N/A	Page: N/A	Field: N/A
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Checked: CHK	4/11/05	88-0280gl12	88-0280