

RESOLUTION NO. R-93- 1365

RESOLUTION APPROVING RECOMMENDATION OF
STATUS REPORT NO. CR 91-44/E2.3
TO REVOKE THE SPECIAL EXCEPTION
FOR PROPERTY PREVIOUSLY GRANTED A SPECIAL EXCEPTION BY
RESOLUTION NO. R-92-349
WHICH APPROVED THE PETITION OF
SOUTHEASTERN PUBLIC SERVICE COMPANY
PETITION NO. 91-44

WHEREAS, the Board of County Commissioners, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 125, Florida Statutes, is authorized and empowered to consider petitions relating to zoning: and

WHEREAS, systematic monitoring and review of approved zoning actions help implement the goals and objectives of the Comprehensive Plan.

WHEREAS, the notice and hearing requirements as provided for in Section 5.8 of the Palm Beach County Land Development Code have been satisfied: and

WHEREAS, pursuant to Section 5.8, Status Report CR 91-44/E2.3 was presented to the Board of County Commissioners of Palm Beach County, at a public hearing conducted on October 28, 1993: and

WHEREAS, the Board of County Commissioners has reviewed Status Report CR 91-44/E2.3 and considered testimony presented by the applicant and other interested parties, and the recommendations of the various county review agencies; and

WHEREAS, Section 5.8 of the Palm Beach County Land Development Code authorizes the Board of County Commissioners to revoke Special Exceptions and impose entitlement restrictions: and

WHEREAS, the Board of County Commissioners made the following findings of fact:

1. This proposal is consistent with the requirements of the Comprehensive Plan and local land development regulations: and
2. The special exception revocation is pursuant to the request made in a letter dated September 23, 1993 from Gilbert L. Bieger, Senior Vice President for Southeastern Public Service Company, the parent company of both Wright & Lopez of Florida, and Public Gas Company.

WHEREAS, Section 5.3 of the Palm Beach County Land Development Code requires that the action of the Board of County Commissioners be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the ~~recommendation~~ of Status Report No. CR 91-44/E2.3, to revoke the Special Exception previously granted by the approval of the petition of Southeastern Public Service Company, Petition No. 91-44, confirmed by the adoption of Resolution R-92-349, which allowed bulk storage of gas and oil, on a lease parcel of land lying in the West 309.34 feet of the East 611.88 feet of the North 575.93 feet of the South 600.93 feet of Tract 6, Block 8, PALM BEACH FARMS COMPANY, PLAT NO. 3, Section 31, Township 43 South, Range 42 East, EXCEPTING the South 25.00 feet thereof for road right-of-way purposes, being located on the north side of Fairgrounds Road

North, approximately 0.05 of a mile east of State Road 7, in the IG-General Industrial Zoning District, is approved.

Commissioner Marcus moved for approval of the Resolution.

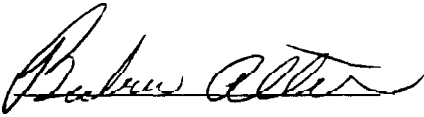
The motion was seconded by Commissioner Aaronson and, upon being put to a vote, the vote was as follows:

MARY MCCARTY, CHAIR	--	Absent
BURT AARONSON	--	Aye
KEN FOSTER	--	Aye
MAUDE FORD LEE	--	Aye
KAREN T. MARCUS	--	Aye
WARREN H. NEWELL	--	Aye
CAROL ROBERTS	--	Absent

The Chair thereupon declared the resolution was duly passed and adopted **this** 28th day of October, 1993.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

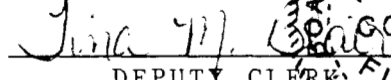
BY:



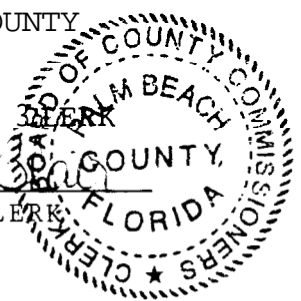
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

DOROTHY, H. WILKEN, CLERK

BY:



DEPUTY CLERK



R93 13660

DEVELOPMENT AGREEMENT

THIS AGREEMENT Is made and entered into this _____ day of OCT 28 1993, 1993, by and between GUARDIAN CONSTRUCTION CORPORATION, INC., a Florida Corporation, d/b/a THE GUARDIAN COMPANIES, hereinafter referred to as "Developer," and PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WHEREAS, Developer owns or controls lands located in Palm Beach County, Florida, and legally described on Exhibit "A," attached hereto and thereby made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property;" and

WHEREAS, Developer has applied for an Official Zoning Map Amendment (OZMA) for the Property from the County under Rezoning Petition No. 93-34, to construct a 238 unit residential zero lot line home community known as "ROSSMOOR LAKES" (hereinafter referred to as "the Project") on a 59.5+/- acre tract of land located on the west side of El Clair Ranch Road and south of Boynton Beach Boulevard in unincorporated Palm Beach County, FL; and

WHEREAS, the Palm Beach County Comprehensive Plan requires that the adequacy of public facilities and sound capital improvement planning be ensured, while providing certainty in the Process of obtaining development approvals and reducing the economic costs of development by providing greater regulatory certainty; and

WHEREAS, Palm Beach County's Traffic Performance Standards, appearing in Article 7, Section 7.9 of the County's Unified Land Development Code (ULDC), sets forth minimum standards that must be met before a proposed project can receive a Certificate of

Concurrency Reservation from the County. These standards cannot be met by the Developer for the Project that is the subject of this Agreement. If the County takes final action to adopt Certain more permissive Florida Department of Transportation (FDOT) Traffic Performance Standards for which the County has requested approval from the Florida Department of Community Affairs (FDCA), then the standard can be met without additional road improvements; and

WHEREAS, Developer is desirous of obtaining a Conditional Certificate of Concurrency Reservation from the County for the Project, which under the County's "Adequate Public Facilities Standards" of Article 11 of the ULDC is a prerequisite for obtaining development approvals from the County; and

WHEREAS, both Developer and the County desire to enter into a Development Agreement under the provisions of Article 12 of the ULDC, which establishes certain minimum standards for such a Development Agreement.

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

1. The foregoing statements are true and correct.
2. The definitions and references provided in Article 3 of the ULDC shall be applied in interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning.
3. This Agreement shall consist of the following provisions:
 - A. Legal description and owner. Documents describing the individual parcels that together comprise the Property, including

their respective Palm Beach County Property Control Numbers, acreages and owners, are attached as Exhibit "A." The boundary Survey showing the Property In Its entirety as proposed for development was prepared by Keshavarz & Associates, Inc. and is attached as Exhibit "B."

B. Duration. This Agreement shall continue for ten (10) Years. It may be terminated, amended or extended by mutual consent of the Board of County Commissioners of Palm Beach County and the Developer subject to the public hearing process set forth in Article 12, Section 12.4.E of the ULDC.

C. Uses, densities, intensities and height.

(1) The proposed Project shall include not more than the maximum of 238 residential dwelling units permitted on the Property by the MR5 future land use designation. The maximum Permitted density of the land is five (5) dwelling units per acre (5 du/a).

(2) In addition to a maximum of 238 single family detached residential dwelling units, the proposed Project shall provide a 7,500 square foot clubhouse with olympic size swimming pool and four (4) tennis courts, and a 2,000 square foot satellite clubhouse. Building heights shall not exceed the maximum height of 35 feet available under the Palm Beach County property development regulations of Article 6, Section 6.5 of the ULDC for the RTU - Residential Transitional Use District, unless otherwise approved by the Board of County Commissioners.

D. Future land use designation. MR5 (Medium Residential 5).

E. Zoning district designation. The property is currently zoned AR - Agricultural Residential. Rezoning Petition NO. 93-34 seeks County approval for an Official Zoning Map Amendment (OZMA)

for rezoning to the RTU - Residential Transitional Zoning District.

F. Conceptual site plan. As this is an application for "straight" rezoning to the RTU District, no conceptual site plan is required.

G. Public facility adequacy. With the exception of traffic, all other public facilities for which adequacy determinations are required under the County's Comprehensive Plan (i.e. Mass Transit, Solid Waste, Potable Water, Sanitary Sewer, Drainage, Recreation/Open Space and Fire-Rescue) are available to serve the Property. Public utilities services will be provided to the Property by the Palm Beach County Water Utilities Department. A Developer's Agreement will be executed with Palm Beach County Water Utilities to reserve capacity for this site.

H. Reservation or dedication of land. None required.

I. Local development permits. An Application for Concurrency Reservation for 2380 vehicle trips was filed with the County on May 21, 1993. An application for an Official Zoning Map Amendment (OZMA) was filed with Palm Beach County on July 21, 1993. Upon final approval of Rezoning Petition No. 93-34, the Developer will apply to the County for plat approval, paving and drainage permits and building permits for the Property.

J. Local development permits obtained by property owner. All local development permits identified in paragraph 3.1 above shall be obtained at the sole cost of the Developer. In the event that any such local development permits are not received, no further development of the Property shall be allowed until such time as the Board of County Commissioners has reviewed the matter and determined at public hearing whether or not to terminate the Development Agreement, or to modify it in a manner consistent with the public interest and the Comprehensive Plan.

K. Consistency with the Comprehensive Plan. The parties find and agree that single family residential development on the Property is consistent with the Palm Beach County Comprehensive Plan.

L. Consistency with the Unified Land Development Code. The parties find and agree that single family residential development on the Property is consistent with the site development standards contained in Article 7 of the ULDC.

M. Compliance with laws not identified in Development Agreement. Failure of this Agreement to address a particular Permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions, and any matter or thing required to be done under existing ordinances of Palm Beach County shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in the Agreement with specific reference to the provisions so waived, modified or amended.

N. Periodic Review; Breach.

(1) Annual Review. The Board of County Commissioners shall review the development subject to this Agreement every twelve (12) months, commencing twelve (12) months after the effective date of the Agreement.

(2) Initiation. The annual review shall be initiated by the Developer subject to the Agreement by submitting an annual report to the Planning Director, along with the review fee as adopted by the Board of County Commissioners. The initial annual report shall be submitted eleven (11) months after the effective date of the Agreement, and every twelve (12) months thereafter.

(3) Compliance. If the Planning Director finds and determines that the Developer has complied in good faith with the terms and conditions of the Agreement during the period under review, the review for that period is and shall be concluded.

(4) Breach. If the Planning Director makes a preliminary finding that there has been a failure to comply with the terms of this Agreement, such finding shall be referred to the Board of County Commissioners, who shall conduct two (2) public hearings pursuant to the requirements of Article 12, Section 12.4.E of the ULDC, at which the Developer may demonstrate good faith compliance with the terms of the Agreement. If the Board of County Commissioners finds and determines during the public hearings, on the basis of substantial competent evidence, that the Developer has not complied in good faith with the terms and conditions of the Agreement during the period under review, the Board of County Commissioners may modify or revoke the Agreement.

O. Conditions necessary to insure compliance with Unified Land Development Code and Comprehensive Plan.

(1) Prior to obtaining the first building permit(s) for the residential development project (except dry models) or prior to April 1, 1994, whichever first occurs, the Developer shall satisfy the Countywide Traffic Performance Code's Alternate Test One for the roadway link of Jog Road between Boynton Beach Boulevard and Gateway Boulevard, which now requires the construction of improvements to widen this roadway link from two (2) to a four (4) lane divided section.

(a) This requirement may be satisfied by (1) County adopt on of the FDOT's more permissive traffic performance standards; or by (2) the Developer or some other public or private entity posting surety for construction of those improvements (additional travel/turn lanes) necessary to satisfy the requirements of Alternate Test One for the above mentioned roadway link; or by

(3) reducing the size and/or traffic Impacts of the proposed Project.

(b) If Palm Beach County does not adopt more permissive revisions to the Countywide Traffic Performance Code's Peak Hour Level-of-Service Capacity Standards for two-lane roadways, no more than 137 single-family residential building permits shall be issued for the Project until contracts have been let for the construction of improvements to widen Jog Road between Boynton Beach Boulevard and Gateway Boulevard to a four-lane divided section.

(2) Prior to issuance of the first building permit(s) for the proposed Project, the Developer shall secure necessary permits and construct the following Improvements to the Intersection of El Clair Ranch Road and Boynton Beach Boulevard: Extension of the northbound left turn lane on El Clair Ranch Road to accommodate storage of four (4) vehicles, to include appropriate paved tapers/transition areas.

(3) Prior to building permit issuance, the Developer shall Provide a plat for the Property in accordance with provisions of Article 8 of the ULDC, "Subdivision, Platting, and Required Improvements." The platting of this Property may be phased in accordance with a phasing plan acceptable to the Office of the County Engineer. A phase should not be larger than what would reasonably be expected to be completed within the time frame of the Posted surety.

P. Governing Law. This Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the United States and Florida. This Agreement shall not be construed against the party who drafted it and both parties have consulted experts/attorneys of their choosing. If any litigation should be brought in connection with this Agreement venue shall lie in Palm Beach

County, Florida, and the prevailing parties shall be entitled to court costs and reasonable attorney fees.

Q. Effect of Existing Laws on Lands subject to Agreement.

(1) Local Laws at Time of Approval Govern. Upon the approval of this Agreement, the laws, codes, and policies of Palm Beach County in effect at the time of execution of the Agreement shall govern the development of the land, subject to the terms of the Agreement, and for the duration of the Development Agreement.

(2) Countywide Traffic Performance Standards; future application. It is specifically anticipated that the more permissive Florida Department of Transportation-based revisions to the Countywide Traffic Performance Code's Peak Hour Level-of-Service Capacity Standards for two lane roadways if adopted by the Board of County Commissioners may be applied to the application for Official Zoning Map Amendment that gives rise to this Development Agreement. It is agreed and understood by the Parties that the application of these Standards shall not require the public hearing specified in subparagraph 3.Q(3) below in order to apply to this Development Agreement.

(3) Exceptions to Local Law Requirements. Palm Beach County may apply subsequently adopted laws to the lands that are subject to this Agreement only if the Board of County Commissioners holds one public hearing noticed pursuant to the requirements of Article 12, Section 12.11 of the ULDC and determines any one of the following:

(a) Not in Conflict with Laws Governing Agreement. The subsequently adopted laws are not in conflict with the laws governing the Agreement, and do not prevent the development of the land uses, intensities, or densities set forth in the Agreement;

(b) Essential to Public Health, Welfare and Safety. The subsequently adopted laws are essential to the public health, Safety or welfare, and expressly state that they shall apply to the development that is subject to the Agreement;

(c) Anticipated and Provided for In Agreement. The subsequently adopted laws are specifically anticipated and provided for in the Agreement;

(d) Substantial changes In Conditions. Palm Beach County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the Agreement; or

(e) Substantially Inaccurate information. The Agreement is based on substantially inaccurate information supplied by the Developer.

(4) Subsequent Adoption of State and Federal Laws. if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of the Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

R. Severability. if any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

S. Entire Agreement; Amendment or Cancellation by Mutual Consent.

(1) This Agreement contains the entire Agreement between the Parties. No right, duties or obligations of the parties shall be created unless specifically set forth in the Agreement. No

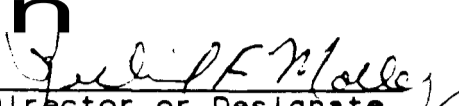
amendments or modifications of this Agreement will be binding and valid unless made in writing and executed and approved by the Parties or their successors or assigns.

(2) This Agreement may be amended or canceled by mutual consent of the parties subject to the Agreement, or by their successors in interest. Prior to amending the Agreement, two (2) Public hearings shall be held on the proposed amendment, consistent with the requirements of Article 12, Section 12.4.E of the ULDC.

T. Binding Agreement. This Agreement shall inure to the benefit of and shall bind the parties, their heirs, successors or assigns. This Agreement may be assigned without consent of any Party and all of the terms and conditions set forth herein shall inure to the benefit of and shall bind the assignee.

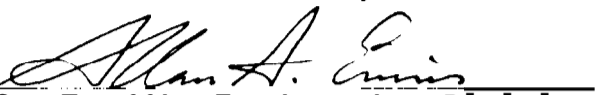
U. Acceptance; Recordation. This Agreement must be accepted by the parties hereto and fully executed before it becomes effective and binding upon them. The executed Agreement shall be recorded in the public records of Palm Beach County consistent with the requirements of Article 12, Section 12.7 of the ULDC.

APPROVED AS TO
TECHNICAL ARRANGEMENTS

By: 
Director or Designate
PBC Planning Division

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

By: 
PBC Traffic Engineering Division

THIS DOCUMENT PREPARED BY:

DENNIS P. KOEHLER, ESQ.
DENNIS P. KOEHLER, P.A.
The Concourse, Suite 202
2000 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
(407) 684-2844
(407) 684-9370 [FAX]

R93 1366D

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

WITNESSES:

[Signature]
[Signature]

DEVELOPER:

GUARDIAN CONSTRUCTION CORPORATION, INC.,
d/b/a THE GUARDIAN COMPANIES

By: [Signature]
Lloyd Hasner
Executive Vice President

NOTARY CERTIFICATE

STATE OF FLORIDA

COUNTY OF PALM BEACH

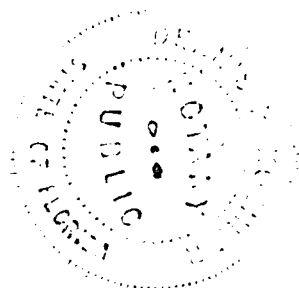
I HEREBY CERTIFY that on this 27th day of October,

1993, before me personally appeared Lloyd Hasner, Executive Vice President, of GUARDIAN CONSTRUCTION CORPORATION, INC. d/b/a THE GUARDIAN COMPANIES to me known to be the person who signed the foregoing Instrument, as such officer, and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said Instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 13, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

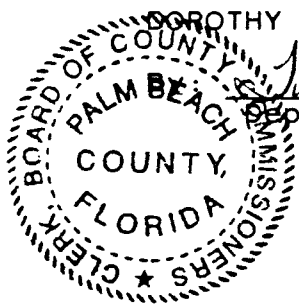
Notary Public - State of Florida
My Commission Expires: _____



ATTEST:

DOROTHY B. WILKEN, Clerk

[Signature]
Deputy Clerk



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

By: [Signature]
Vice-Chairman

OCT 28 1993

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A Parcel of Land Lying In Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida being more particularly described as follows:

The North one-half (N1/2) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE 1/4) of Section 27, Township 45 South, Range 42 East, Less the East 40 feet thereof.

SUBJECT to existing Easements, Rights-of-way, Restriction2 and Reservations of Record.

PARCEL 1B

The South half (S1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 2B

The North half (N1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach, County, Florida.

PARCEL 3B

The South half (S1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 4B

The North half (N1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3C

The North half (N1/2) of the Southwest quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 4C

The South half (S1/2) of the Southwest quarter (SW1/4) of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 5C

The South half (S1/2) of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) Of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida. Less Lands described in Deed Book 129 at Page 196, Palm Beach County.

PARCEL 6C

The North half (N1/2) of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

CONSENT AND JOINDER TO DEVELOPMENT AGREEMENT

Michael M. Listick hereby certifies that he/she

- (X) Is the Owner, OR
- () Is the Attorney-in-fact for the Owner(s), OR
- () Is the mortgagee/lienholder under a mortgage from _____, a(n) _____ Corporation, dated _____, filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida,

of a parcel or parcels of land legally described as See Exhibit A

that is/are included under and subject to the provisions of that certain Development Agreement entered into on 1993, by and between GUARDIAN CONSTRUCTION CORPORATION

and PALM BEACH COUNTY, and hereby consents to and agrees to abide by the terms of the aforesaid Development Agreement with Palm Beach County, and further consents to the recording of the aforesaid Development Agreement and this Consent and Joinder to Development Agreement in the Public Records of Palm Beach County, Florida, upon the sale of the property to Guardian Construction Corporation after the undersigned is no longer an owner.

IN WITNESS WHEREOF, the undersigned has executed this Instrument on this 25 day of October, 1993

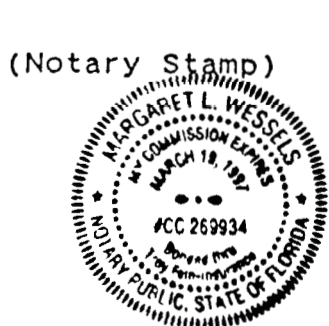
WITNESSES:
Barbara J. Beit
Margaret L. Wessels

By: Michael M. Listick
Owner OR Attorney-in-fact OR
~~_____~~
~~a Corporation authorized to do business in the State of Florida~~
By: _____
President

NOTARY CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing Instrument was acknowledged before me this 25th day of October, 1993 by MICHAEL M. LISTICK, individually as owner, OR as Attorney-in-fact for owner(s) _____ on his/her/their behalf, OR as President of _____, to me known to be the person who signed the foregoing Instrument as such officer, and who acknowledged the execution thereof to be his/her free act and deed, as such officer for the uses and purposes therein mentioned, and that the said Instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof, and that he/she is personally known to me, OR _____ has produced N/A as identification, and did/did not take an oath.



Margaret L. Wessels
Notary Name: MARGARET L. WESSELS
Notary Public Serial (Commission) Number (if any) CC 269934
Expiration: 3/19/97

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1B

The South half (S1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 2B

The North half (N1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3B

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PARCEL 4B

The North half (N1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

CONSENT AND JOINDER TO DEVELOPMENT AGREEMENT

J.P. Listic hereby certifies that he/she

- (X) Is the ^{Co-}owner, OR
- () Is the Attorney-In-fact for the Owner(s), OR
- () Is the mortgagee/lienholder under a mortgage from _____, a(n) _____ Corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida,

of a parcel ^{See Exhibit A} or parcels of land legally described as _____

that is/are included under and subject to the provisions of that certain Development Agreement entered into on 1993, by and between GUARDIAN CONSTRUCTION COMPANY, INC.

and PALM BEACH COUNTY, and hereby consents to and agrees to abide by the terms of the aforesaid Development Agreement with Palm Beach County, and further consents to the recording of the aforesaid Development Agreement and this Consent and Joinder to Development Agreement in the Public Records of Palm Beach County, Florida, upon the sale of the property to Guardian Construction Corporation after the undersigned is no longer an owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 25 day of October, 1993

WITNESSES:

[Handwritten signatures]

By: [Signature]
Owner ~~OR~~ Attorney-in-fact ~~OR~~ _____
~~a Corporation authorized to do business in the State of Florida~~
By: _____
President

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this 27 day of October, 1993 by J.P. Listic, individually as owner, OR ~~as Attorney-in-fact for owner(s)~~ on his/her/their behalf, OR as President of _____, to me

known to be the person who signed the foregoing instrument as such officer, and who acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof, and that he/she is ~~personally known to me~~, OR has produced _____ as identification, and did/did not take an oath.

(Notary Stamp)

[Signature]
Notary Name: BARBARA J. BOLT
Notary Public Serial (Commission) _____
Number (if any) CC-123365



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 28, 1995
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1B

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PARCEL 2B

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PARCEL 4B

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CONSENT AND JOINDER TO DEVELOPMENT AGREEMENT

Elizabeth Lin Din Hsu + 1 hereby certifies that he/she

- (X) Is the ^{Co-}Owner, OR
- () Is the Attorney-In-fact for the Owner(s), OR
- () Is the mortgagee/lienholder under a mortgage from _____, a(n) _____ Corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida,

of a parcel or parcels of land legally described as See Exhibit A

that is/are included under and subject to the provisions of that certain Development Agreement entered into on 1993, by and between GUARDIAN CONSTRUCTION CONTRACT, INC.

and PALM BEACH COUNTY, and hereby consents to and agrees to abide by the terms of the aforesaid Development Agreement with Palm Beach County, and further consents to the recording of the aforesaid Development Agreement and this Consent and Joinder to Development Agreement in the Public Records of Palm Beach County, Florida, upon the sale of the property to Guardian Construction Corporation after the undersigned is no longer an owner.

IN WITNESS WHEREOF, the undersigned has executed this Instrument on this 25 day of October, 1993

WITNESSES:

Heather Cooper

Maree Lawrence

By: Elizabeth Lin Din Hsu
Owner OR Attorney-in-fact OR _____

~~_____ a Corporation authorized to do business in the State of Florida~~

By: ~~_____~~
President

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____ }

The foregoing Instrument was acknowledged before me this _____ day of _____, 1993 by _____, individually as owner, OR ~~as~~ Attorney-in-fact for owner(s) on his/her/their behalf, OR as President of _____, to me known to be the person who signed the foregoing Instrument as such officer, and who acknowledged the execution thereof to be his/her free act and deed, as such officer for the uses and purposes therein mentioned, and that the said Instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof, and that he/she is personally known to me, OR _____ has produced _____ as Identification, and did/did not take an oath.

(Notary Stamp) Laney P. [Signature]
Notary Name: _____ Notary Public, State of Florida at Large
Notary Public Serial (Commission) _____ Expires Oct. 30, 1995
Number (If any) _____ Bonded thru Huckleberry & Associates

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1B

The South half (S1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 2B

The North half (N1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3B

The South half (S1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 4B

The North half (N1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

CONSENT AND JOINDER TO DEVELOPMENT AGREEMENT

Christian Van Den Heuvel hereby certifies that he/she

- (X) Is the ^{Co-}Owner, OR
- () Is the Attorney-In-fact for the Owner(s), OR
- () Is the mortgagee/lienholder under a mortgage from _____, a(n) _____ Corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida,

of a parcel or parcels of land legally described as See Exhibit A

that is/are included under and subject to the provisions of that certain Development Agreement entered into on _____, 1993, by and between GUARDIAN CONSTRUCTION CORPORATION

and PALM BEACH COUNTY, and hereby consents to and agrees to abide by the terms of the aforesaid Development Agreement with Palm Beach County, and further consents to the recording of the aforesaid Development Agreement and this Consent and Joinder to Development Agreement in the Public Records of Palm Beach County, Florida upon the sale of the property to Guardian Construction Corporation after the vendor signed as no longer an owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 25 day of October, 1993

WITNESSES:

Heather Cooper

Alan Lawrence

By: Christian VanDenHeuvel
Owner OR Attorney-in-fact OR

~~_____ a Corporation authorized to do business in the State of Florida~~

By: ~~_____ President~~

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this _____ day of _____, 1993 by _____ individually as owner, OR as Attorney-in-fact for owner(s) on his/her/their behalf, OR as President of _____, to me known to be the person who signed the foregoing Instrument as such officer, and who acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein mentioned, and that the said Instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof, and that he/she is personally known to me, OR _____ has produced _____ as identification, and did/did not take an oath.

(Notary Stamp)

Notary Name: Carol Schoenck
Notary Public Serial (Commission) _____
Number (if any) _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1B

The South half (S1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 2B

The North half (N1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3B

The South half (S1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

PARCEL 4B

The North half (N1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of Section 27, Township 45 South, Range 42 East, Palm Beach County, Florida.

EXHIBIT "B"

BOUNDARY SURVEY

