

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES, LOXAHATCHEE EQUESTRIAN PARTNERS AND SOLAR SPORTSYSTEMS, INC., ATLANTIC LAND INVESTMENTS, LLC, AND PALM BEACH STATE COLLEGE; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on February 17, 2015, the Town Council adopted Resolution 2015-08, to approve the B Road Improvement Agreement between Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town; and,

WHEREAS, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., and Palm Beach State College, seek to amend the B Road Improvement Agreement solely as to the release of escrow funds relating to the Paved Section of B Road, a copy of such amendment is attached hereto; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve the attached First Amendment to B Road Improvement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

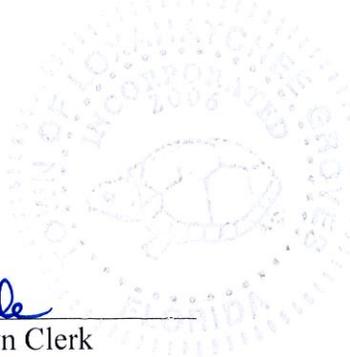
Section 2. The Town Council of the Town of Loxahatchee Groves approves the First Amendment to B Road Improvement Agreement, attached hereto and incorporated herein, and authorizes the appropriate Town Officials to execute same.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF JULY, 2015.



ATTEST:

Janet K. Whipple
Janet K. Whipple, Town Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

David Browning
Mayor David Browning

Ronald Jarriel
Vice-Mayor Ron Jarriel

Tom Goltzené
Council Member Tom Goltzené

Ryan Liang
Council Member Ryan Liang

Jim Rockett
Council Member Jim Rockett

FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT (the "First Amendment") is made as of this 17th of July, 2015, by and between LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company ("LEP"), SOLAR SPORTSYSTEMS, INC, a New York corporation ("SSI") (collectively, LEP and SSI are referred to herein as "Solar Sports"), ATLANTIC LAND INVESTMENTS, LLC, a Florida limited liability company ("ALI"), THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, a body corporate created under Florida law ("PBSC"), and THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida ("Town"). Collectively, Solar Sports, ALI, PBSC, and the Town are referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain B Road Improvement Agreement with an effective date of March 24, 2015 ("Agreement") (all initially capitalized terms used in this First Amendment shall have the meanings set forth in the Agreement); and

WHEREAS, the Parties desire to amend the Agreement to permit Gunster, Yoakley & Stewart, P.A. ("Escrow Agent") to reimburse PBSC for payments it makes to Construction Manager pursuant to the Construction Management Agreement for the permitted components of the B Road Paved Section Project, rather than Escrow Agent making such payments directly to Construction Manager.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby amend the Agreement as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Amendment**. Section 4.2, Release of Escrow Funds – Paved Section, of the Agreement is hereby amended to add the following to the end of such Section:

"Alternatively, Escrow Agent shall, upon receipt of written approval from PBSC, Solar Sports and ALI, reimburse PBSC from the Escrow Funds for payments PBSC has made to Construction Manager pursuant to the Construction Management Agreement for the permitted components of the B Road Paved Section Project. In connection with the foregoing, and as a condition of such written approval from PBSC, Solar Sports and ALI described in the immediately preceding sentence, in addition to PBSC's delivery of billing invoices as required under this Section 4.2, PBSC shall also deliver proof of payment by PBSC to Construction Manager pursuant to the Construction Management Agreement for the permitted components of the B Road Paved Section Project for which disbursement by Escrow Agent under this Section 4.2 is requested."

3. **Miscellaneous**. In the event of any conflict between this First Amendment and the Agreement, this First Amendment shall control. Except as otherwise provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect and is reaffirmed for all purposes. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute a single agreement. Delivery of executed signature pages hereof by facsimile or email transmission shall constitute effective and binding execution and delivery thereof.

[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties as of the date above written.

PBSC:

THE DISTRICT BOARD OF TRUSTEES
OF PALM BEACH STATE COLLEGE,
a body corporate under Florida law

By: _____

Print Name: _____

Title: _____

LEP:

LOXAHATCHEE EQUESTRIAN PARTNERS,
LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

ALI:

ATLANTIC LAND INVESTMENTS, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

SSI:

SOLAR SPORTSYSTEMS, INC,
a New York corporation

By: _____

Print Name: _____

Title: _____

TOWN:

THE TOWN OF LOXAHATCHEE GROVES, a
municipal corporation organized and existing
under the laws of the State of Florida

By: David Browning

Print Name: David Browning

Title: Mayor

TOWN OF LOXAHATCHEE GROVES

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2015-010

TO: Mayor David Browning
Members of the Town Council

CC: William Underwood, Town Manager
Janet Whipple, Town Clerk
Jacob Horowitz, Assistant Town Attorney

FROM: Michael D. Cirullo, Jr., Office of the Town Attorney *MDC*

DATE: July 7, 2015

RE: Town of Loxahatchee Groves / First Amendment to B Road Improvement Agreement

Enclosed please find the Amendment to B Road Improvement Agreement with three **original** signature pages attached that have been signed in separate parts by the four parties listed below:

- (1) Solar Sportsystems, Inc.
- (2) Loxahatchee Equestrian Partners
- (3) Atlantic Land Investments
- (4) District Board of Trustees of Palm Beach State College

The last signature to be obtained is that of the Town. Once approved by Town Council, the Town will execute a signature page. Thereafter, please return a scanned copy of that page to this office, and we will forward it to all the parties. All parties are agreed that the Town shall retain the original signature pages.

If you have any questions, please feel free to contact me.

MDC:clb
Enclosures

FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

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[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties as of the date above written.

PBSC:

THE DISTRICT BOARD OF TRUSTEES
OF PALM BEACH STATE COLLEGE,
a body corporate under Florida law

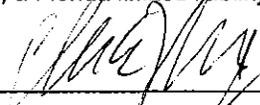
By: _____

Print Name: _____

Title: _____

LEP:

LOXAHATCHEE EQUESTRIAN PARTNERS,
LLC, a Florida limited liability company

By:  _____

Print Name: Charles E. Moran, Jr.

Title: President, Solar Sportsystems, Inc.
its sole member

ALI:

ATLANTIC LAND INVESTMENTS, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

SSI:

SOLAR SPORTSYSTEMS, INC,
a New York corporation

By:  _____

Print Name: Charles E. Moran, Jr.

Title: President

TOWN:

THE TOWN OF LOXAHATCHEE GROVES, a
municipal corporation organized and existing
under the laws of the State of Florida

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties as of the date above written.

PBSC:

THE DISTRICT BOARD OF TRUSTEES
OF PALM BEACH STATE COLLEGE,
a body corporate under Florida law

By: _____

Print Name: _____

Title: _____

LEP:

LOXAHATCHEE EQUESTRIAN PARTNERS,
LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

ALI:

ATLANTIC LAND INVESTMENTS, LLC,
a Florida limited liability company

By:  6/17/15

Print Name: JOSEPH D. LELONIK

Title: MANAGER

SSI:

SOLAR SPORTSYSTEMS, INC,
a New York corporation

By: _____

Print Name: _____

Title: _____

TOWN:

THE TOWN OF LOXAHATCHEE GROVES, a
municipal corporation organized and existing
under the laws of the State of Florida

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties as of the date above written.

PBSC:

THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, a body corporate under Florida law

By: *R. A. Becker* 6/16/15

Print Name: Richard A. Becker

Title: VP Administration & Business Svcs.

LEP:

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

ALI:

ATLANTIC LAND INVESTMENTS, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

SSI:

SOLAR SPORTSYSTEMS, INC, a New York corporation

By: _____

Print Name: _____

Title: _____

TOWN:

THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida

By: _____

Print Name: _____

Title: _____