

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE SECOND 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, On July 7, 2015, the Town Council adopted Resolution 2015-20 to approve the first amendment to the B Road Improvement Agreement Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town solely as to the release of escrow funds relating to the Paved Section of B Road; and

WHEREAS, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College and the Town seek to further amend the B Road Improvement Agreement solely to reflect the change in materials for the B Road from OGEM to ASPHALT; and

WHEREAS, the Town Council finds it is in the best interest of all parties to approve the Second Amendment to B Road Improvement Agreement, which is attached hereto as Exhibit “A”, and by reference incorporated herein.

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 All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.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

Council Member McLENDON offered the foregoing resolution. Council Member JARRIEL seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVIS BROWNING, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>RECUSED</u>
RON JARRIEL, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 19th DAY OF APRIL 2016.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Virginia M. Walton
Virginia Walton, Town Clerk

David Browning
Mayor David Browning

Tom Goltzené
Vice-Mayor Tom Goltzené

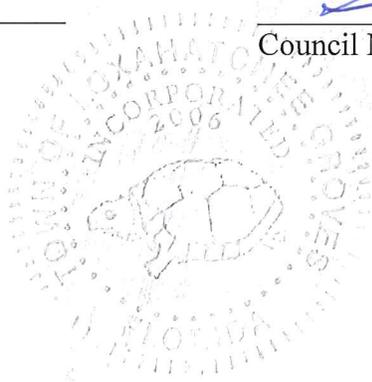
Ronald Jarriel
Council Member Ron Jarriel

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Ryan Liang
Council Member Ryan Liang

[Signature]
Council Member Todd McLendon



FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

SECOND AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

THIS SECOND AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT (this "Second Amendment") is made as of this _____ of _____, 2016, 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, as amended by that certain First Amendment to B Road Improvement Agreement with an effective date of July 17, 2015 (collectively, the "Agreement") (all initially capitalized terms used in this Second Amendment shall have the meanings set forth in the Agreement);

WHEREAS, the Agreement provides that the B Road OGEM Section is to be completed as an OGEM roadway surface;

WHEREAS, the Parties have determined that the cost to use asphalt on the B Road OGEM Section will be lower than the cost of OGEM, and that asphalt will provide a better roadway surface; and

WHEREAS, the Parties wish to amend the Agreement to reflect the change in materials for the B Road OGEM Section.

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 1.1(B) of the Agreement is hereby amended as follows (additions shown as **bold double underline**, deletions shown as **~~bold strikethrough~~**):

"B. The term "B Road OGEM Section" means B Road from the northern terminus of the B Road Paved Section to Okeechobee Boulevard. The term "B Road OGEM Section Project" means the surveying, design, permitting, construction, and inspection of the B Road OGEM Section as a two (2) lane **OGEM asphalt** roadway surface (within the currently existing travel lanes of B Road), including any required collecting canal bridge/culvert improvements, along with associated signage (inclusive of signage identifying "local traffic only" and signage along Okeechobee Boulevard identifying an "alternate access" for the College Property), speed humps, equestrian trail from the entrance of the College Property to the collecting canal along with related equestrian trail traffic control devices, and other associated improvements."

3. **Miscellaneous**. In the event of any conflict between this Second Amendment and the Agreement, this Second Amendment shall control. Except as otherwise provided in this Second Amendment, the Agreement shall remain unchanged and in full force and effect and is reaffirmed for all purposes. This Second 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 Second Amendment has been executed by the Parties as of the date first 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: _____

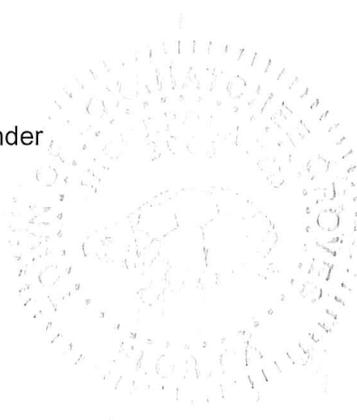
TOWN:

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



SECOND AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

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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

