



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>N/A</u>	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

The SWA will contribute \$5.5 million toward the purchase of the Property, previously approved by the Board (R-2007-6H-1). No fiscal impact until closing.

C. Department Fiscal Review: SP

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*Funding provided by SWA & SFWMD will offset the \$18 million needed from the Florida Sunshine Fund*

Jan Dink 11-26-07  
 OFMB  
*actw 11-26-07 L.O 11/21*

Jan J. Jacobs 11/27/07  
 Contract Administrator

**B. Legal Sufficiency:**

*I w/ the documents contained in this item were in draft form at the time of our review.*

James Bulbo 11/28/07  
 Assistant County Attorney

**(continued from page 1):** Several opportunities for reimbursement were recognized in that Board item; however, none of those options were guaranteed at that time. One of the options outlined the contribution of \$5.5 million from SWA in exchange for up to 2.2 million cubic yards of fill that will be excavated from the water resources portion of the project. The First Amendment will allow for assignment by the County to other governmental or quasi-governmental agencies so partnerships with the SWA and other agencies can be formed. The proposed Interlocal Agreement sets forth framework for a partnership between the County and the SWA to enhance the Property as described above and realize the potential funding source identified in the previous Board item. As mentioned above, the SWA will contribute \$5.5 million at closing on the Property and will harvest approximately 2.2 million cubic yards of fill from the expanded "Proposed Water Resources" area of the Project. The County and SWA will obtain permits for construction and the SWA will construct the "Proposed Water Resources" in accordance with those permits. If permits for the removal of approximately 2.2 million cubic yards of fill cannot be obtained within three years after closing on the Property, the SWA will have the option of terminating its interest in the property and receiving a return of \$5.5 million. The SWA must exercise this option by written notice to the County, and the payment to SWA by County and the conveyance of SWA's right, title and interest in the Property to County shall occur within three years of such written notice. The partnership will also involve public use facilities and equestrian access from Jupiter Farms, through the Project, to the County's Riverbend Park. The Interlocal Agreement will terminate upon completion of construction and the SWA will convey their interest in the Property back to the County. After construction, the County will manage the Property as a natural area and extension of Riverbend Park.

**First Amendment to Agreement for Purchase and Sale  
between  
Palm Beach County, a political subdivision of the State of Florida, as Purchaser  
and  
Indiantown-Jupiter Venture, a Florida general partnership, and  
Walter J. Hatcher & Joyce B. Hatcher, husband and wife, collectively, as Seller**

**First Amendment to Agreement for Purchase and Sale** (the "First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Indiantown-Jupiter Venture, a Florida general partnership and Walter J. Hatcher and Joyce B. Hatcher, husband and wife (collectively referred to as "Seller") and Palm Beach County, a political subdivision of the State of Florida (referred to as "Purchaser" or "County").

**WITNESSETH**

**WHEREAS**, on September 11, 2007, Seller and County entered into that certain Agreement for Purchase and Sale (R2007-1589) (the "Agreement"), incorporated herein and made a part hereof by reference; and

**WHEREAS**, Seller and County desire to amend certain provisions of the Agreement, as provided herein.

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is amended to add the following Section 1.14:

1.14 "County" – the term "County" means PALM BEACH COUNTY, a political subdivision of the State of Florida, and its authorized assigns, in all places where the context refers to County in its capacity as the purchaser of the Property.

2. Section 1.3 of the Agreement is hereby deleted and replaced with the following language:

1.3 "Current Funds" – Wire transfer or Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

- 
3. Section 6.1 of the Agreement is hereby amended to insert the following at the end of Section 6.1:

Notwithstanding the foregoing, if the Seller elects not to cure the defects or if the defects shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of said ninety (90) day period, or any extension thereof, Seller and County shall have the additional option, but not the obligation, upon mutual agreement of both Seller and Purchaser in their sole and absolute discretion, to reduce the Purchase Price in an amount mutually agreeable to both Seller and Purchaser in their sole and absolute discretion, whereupon Purchaser shall accept title to the Property as it then exists.

4. Section 8 of the Agreement is hereby deleted and replaced with the following language:

8. MAINTENANCE. Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, and except as provided herein, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

Seller and County acknowledge that the Environmental Site Assessment ("ESA") and County's inspections of the Property have identified a substantial amount of abandoned vehicles, trailers, drums, storage tanks, trash, refuse or other debris on the Hatcher Property, and it is the Seller's responsibility under the Agreement to deliver the Property at Closing free of these items at Closing, except as provided herein. Seller and County recognize that under the Hatcher Lease provided for in Section 15 of the Agreement, Hatcher will be entitled to use and occupancy of the Hatcher Lease Parcel, consisting of two (2) parcels referred to as Parcel "A" and Parcel "B" of the Hatcher Lease, respectively. Seller and County recognize that Hatcher will make use of certain items of personal property on the Hatcher Lease Parcel, pursuant to Hatcher's use and occupancy of the Hatcher Lease Parcel, including but not limited to, two (2) of the residential trailers, bee and maintenance buildings, tool and storage sheds and a 100-gallon above ground storage tank within the limits of Parcel "A" and Parcel "B" of the Hatcher Lease. County further acknowledges that Hatcher has requested additional time following the Closing to remove abandoned vehicles, trailers, drums, storage tanks, trash, refuse or other debris, from the Hatcher Property lying outside of the limits of Parcel "A" and Parcel "B" of the Hatcher Lease. 5

Within ninety (90) days following Closing, Hatcher agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris, including but not limited to abandoned vehicles, tanks and trailers (collectively, the "Debris") from the Hatcher Property lying outside of the limits of Parcel "A" and Parcel "B" of the Hatcher Lease. Additionally, Hatcher agrees to clean up and remove such items of Debris, including but not limited to abandoned vehicles, tanks and trailers from the Hatcher Property lying within the limits of Parcel "A" and Parcel "B" of the Hatcher Lease to the reasonable satisfaction of County, which judgment shall be based on a reasonable expectation that the remaining items will be utilized by Hatcher for uses and purposes authorized under the Hatcher Lease. No later than the Term Expiration Date as to Parcel "B" of the Hatcher Lease, Hatcher shall clean up and remove all Debris from Parcel "B" of the Hatcher Lease. At the time of Closing, County and Hatcher shall both execute an escrow agreement in the form attached hereto as Exhibit "F" (the "Hatcher Escrow Agreement") and the sum of Fifty Thousand Dollars (\$50,000.00) shall be paid by Hatcher to Escrow Agent (as that term is defined in the Hatcher Escrow Agreement) and held in a non-interest bearing account pending Hatcher's completion of the removal of the Debris in accordance with this Section 8 of the Agreement and the Hatcher Escrow Agreement. If such Debris is not removed in accordance with this Section 8 of the Agreement and the Hatcher Escrow Agreement, Purchaser shall have the option of removing any remaining Debris and being reimbursed from the Escrow Funds for such removal cost.

5. Section 17 of the Agreement is hereby amended to insert the following at the end of Section 17:

Notwithstanding the foregoing, the consent of Seller shall not be required for an assignment of this Agreement by County, in whole or in part, to a governmental or quasi-governmental agency of Palm Beach County or the State of Florida, including a dependent special district, provided no such assignment shall release County from its obligations hereunder.

5. Counterparts: This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Except as expressly revised herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and the parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered  
in the presence of:

Date of Execution of  
First Amendment by Seller:

November 27th 2007

Indiantown-Jupiter Venture, a Florida  
general partnership

By: IVENCO LAND GROUP, INC., a  
Florida corporation, Partner

By: [Signature]  
Glenn L. Halpryn, Vice President

As to Seller:

[Signature]  
Witness Signature

WALTERS CABRERA  
Print Witness Name

[Signature]  
Witness Signature

ELISE HERRERA  
Print Witness Name

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Date of Execution of  
First Amendment by Seller:

11/27, 2007

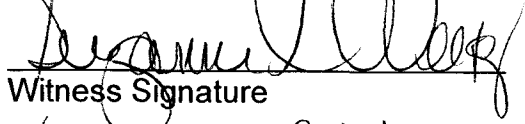
As to Seller:



Witness Signature

ALAN I. ARONSON

Print Witness Name

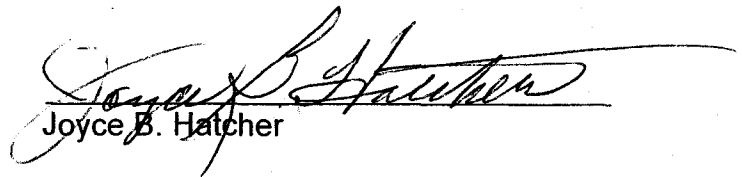


Witness Signature

Suzanne C. Weeg

Print Witness Name

Walter J. Hatcher  
Walter J. Hatcher

  
Joyce B. Hatcher

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Date of Execution of First  
Amendment by County:

\_\_\_\_\_, 2007

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

PALM BEACH COUNTY, a  
political Subdivision of the State of  
Florida

\_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND  
CONDITIONS

By: Richard E. Walby  
Department Director

**HATCHER ESCROW AGREEMENT**

This Escrow Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_ 20\_\_\_\_, by and between **WALTER J. HATCHER** and **JOYCE B. HATCHER**,  
Husband and Wife, their heirs or authorized assigns and successors, whose address is c/o  
Alan Armour, Esq., Nason, Yeager, Gerson, White and Lioce P.A. 1645 Palm Beach Lakes  
Blvd., Suite 1200, West Palm Beach, FL 33401 (collectively, "Hatcher") and **PALM  
BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 2633  
Vista Parkway, West Palm Beach, Florida 33411-5605, its successors and assigns ("County")  
(Hatcher and County are together hereinafter referred to as the "Principals") and **SHARON  
R. BOCK, Palm Beach County Clerk & Comptroller**, ("Escrow Agent").

**WHEREAS**, Principals are parties to that certain Agreement for Purchase and Sale  
dated September 11, 2007 (R2007-1589), as amended December 4, 2007 by that certain First  
Amendment to Agreement for Purchase and Sale (R2007-\_\_\_) (the "Purchase Agreement");  
and

**WHEREAS**, the Purchase Agreement provides for Hatcher to remove abandoned  
personal property, refuse, garbage, junk, rubbish, trash and debris, including but not limited  
to abandoned vehicles, tanks and trailers (collectively, the "Debris"), from the Hatcher  
Property following Closing in the manner prescribed in Exhibit "A" attached hereto and  
made a part hereof, ( the "Hatcher Cleanup Plan"); and

**WHEREAS**, the Purchase Agreement provides for a portion of Hatcher's Closing  
proceeds in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Escrow Money") to be  
paid by Hatcher to Escrow Agent and held in a non-interest bearing account pending  
Hatcher's completion of the removal of the Debris in accordance with the Purchase  
Agreement and as further provided in this Escrow Agreement; and

**WHEREAS**, Principals desire that Escrow Agent act as escrow agent relating to the  
Escrow Agreement and hold the Escrow Money pursuant to the Escrow Instructions  
described on Exhibit "B", attached hereto and made a part hereof, (the "Instructions"); and

**WHEREAS**, Escrow Agent has agreed to act as Escrow Agent for the Escrow Money  
on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set  
forth and other good and valuable consideration, the receipt and sufficiency of which is  
hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow.

A. Escrow Agent agrees to hold the Escrow Money in escrow  
subject to the terms and conditions contained in this Escrow Agreement and the Instructions.

B. Unless otherwise provided in this Escrow Agreement, Escrow  
Agent shall disburse the Escrow Money without interest or other accumulation in value.

C. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing. Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event Instructions from Principals would require Escrow Agent to spend any monies or incur any costs, Escrow Agent shall be entitled to refrain from taking any action until Escrow Agent has notified Principals that payment for such costs is required and Escrow Agent receives payment for such costs. Any such costs shall be apportioned equally among Principals.

E. Principals acknowledge and agree that nothing in this Escrow Agreement shall prohibit Escrow Agent from serving in a similar capacity on behalf of others.

#### II. Release of Escrow Money.

A. Escrow Agent agrees to release the Escrow Money in accordance with the terms and conditions set forth in the Instructions in this Escrow Agreement.

B. If all or any portion of the Escrow Money delivered to Escrow Agent is in the form of a check or in any form other than cash, Escrow Agent shall deposit same in an Escrow or Trust Account but shall not be liable for the non-payment thereof nor responsible to enforce collection thereof. In the event such check or other instrument is returned to Escrow Agent unpaid, Escrow Agent shall notify the Principals for further instructions.

#### III. Liability of Escrow Agent.

A. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safe keeping of the Escrow Money and for the disposition of the same in accordance with the Instructions in this Escrow Agreement. Hatcher hereby agrees to indemnify Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature which it may incur or with which it may be threatened directly or indirectly, arising from, or in any way connected with Hatcher's acts or omissions in connection with this Escrow Agreement or which may result from Escrow Agent's following of Instructions from Hatcher, and in connection therewith agrees to indemnify Escrow Agent against any and all expenses, including attorney's fees and the costs of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. This Article III shall not apply in the event Escrow Agent breaches the terms of this Escrow Agreement or fails to follow the instructions contained herein.

#### IV. Disputes.

A. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Money, Escrow Agent shall, at its option, either (1) tender the Escrow Money into the registry of the appropriate court or (2) disburse the Escrow Money in accordance with the court's ultimate disposition of the case, and

Hatcher hereby agrees to indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith that are caused by the acts or omissions of Hatcher including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

B. In the event Escrow Agent tenders the Escrow Money into the registry of the appropriate court and files an action of interpleader naming the Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Hatcher hereby agrees to indemnify and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith that are caused by the acts or omissions of Hatcher including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

V. Term of Escrow Agreement.

A. This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

1. Upon written notice given by all Principals of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

2. Upon Escrow Agent's resignation as Escrow Agent, which Escrow Agent may do at anytime upon giving notice to Principals of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than ten (10) days after the giving of notice of resignation; or

3. Upon compliance with all escrow provisions as set forth in this Escrow Agreement and in the Instructions.

B. In the event Principals fail to agree to a successor escrow agent within the time period described herein above, Escrow Agent shall have the right to deposit all of the Escrow Money held hereunder into the registry of an appropriate court and request judicial determination of the rights of Principals, by interpleader or other appropriate action, and Principals hereby equally indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith, including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

C. Upon termination of the duties of Escrow Agent in either manner set forth in subparagraphs 1. and 2. of Paragraph A. of this Article V., Escrow Agent shall deliver all of the Escrow Money to the newly appointed Escrow Agent designated by the Principals.

D. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals. In no event shall any modification of this Escrow Agreement, which

shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given it prior written consent.

VI. Notices.

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone (561) 233-0218  
Fax (561) 233-0210

With a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue  
Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2225  
Fax: (561) 355-4398

HATCHER:

Walter and Joyce Hatcher, c/o Alan Armour, Esq.  
Nason, Yeager, Gerson, White & Lioce P.A.  
1645 Palm Beach Lakes Boulevard, Suite 1200  
West Palm Beach, FL 33401  
Telephone: (561) 686-3307  
Fax: (561) 686-5442

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ESCROW AGENT:

SHARON R. BOCK, County Clerk & Comptroller  
CLERK OF THE CIRCUIT COURT  
Governmental Center  
301 North Olive Avenue, 9<sup>th</sup> Floor Administration  
West Palm Beach, FL 33401

Any party may from time to time change the address to which notice under this Escrow Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

VII. Choice of Law and Venue.

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Palm Beach County, Florida as the proper jurisdiction and venue in which the same is to be instituted.

VIII. Cumulative Rights.

No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

IX. Binding Agreement.

This Escrow Agreement shall be binding upon the Principals and Escrow Agent and their respective successors and assigns.

X. Entire Agreement.

This Escrow Agreement represents the entire understanding and agreement by and among the parties with respect to the subject matter hereof and supersedes all other negotiations understandings and representations (if any) made by and among the parties.

XI. Assignment of Purchase Agreement by County.

The parties acknowledge that the Purchase Agreement may be assigned by County, in whole or in part, to a governmental or quasi-governmental agency of Palm Beach County or the State of Florida, including a dependent special district, provided no such assignment shall release County from its obligations thereunder. Any such assignment shall automatically make such assignee a party, with County, to this Escrow Agreement, vesting

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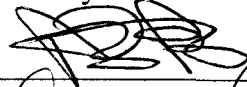
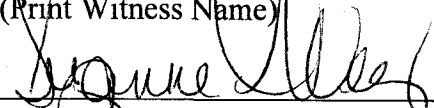
such assignee with the same rights and privileges provided to County in this Escrow Agreement, and binding such assignee with the same obligations as County in this Escrow Agreement. Any assignee shall consent and join in this Escrow Agreement by completing a Consent and Joinder substantially in the form attached hereto as Exhibit "C", which Consent and Joinder shall be attached to, and be made a part of, the Escrow Agreement.

(Remainder of page is left blank intentionally)

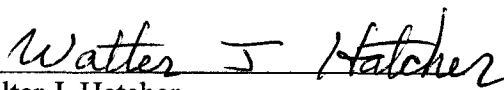
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**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed as of the date first written above.

Witnesses as to both Walter J. Hatcher and Joyce B. Hatcher

  
\_\_\_\_\_  
(Witness Signature)  
ALAN I. ARMOYKO  
\_\_\_\_\_  
(Print Witness Name)  
  
\_\_\_\_\_  
(Witness Signature)  
Suzanne C. Weeg  
\_\_\_\_\_  
Print Witness Name

HATCHER:

  
\_\_\_\_\_  
Walter J. Hatcher

  
\_\_\_\_\_  
Joyce B. Hatcher

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Chair

ESCROW AGENT:

SHARON R. BOCK,  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk



**Exhibit "A"**

**HATCHER CLEANUP PLAN**

1. **Defined Terms.** Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. **Debris.** The term "Debris" shall mean all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris, including but not limited to abandoned vehicles, tanks and trailers.
3. **Removal of Debris and Clean Up of Hatcher Property.**
  - a. Within ninety (90) days following Closing, Hatcher shall clean up and remove all Debris from the Hatcher Property lying outside of the limits of Parcel "A" and Parcel "B" of the Hatcher Lease.
  - b. Within ninety (90) days following Closing, Hatcher shall clean up and remove all abandoned vehicles, tanks and trailers from the Hatcher Property (except as provided pursuant to the terms of the Purchase Agreement) lying within the limits of Parcel "A" and Parcel "B" of the Hatcher Lease to the reasonable satisfaction of County. The judgment of "reasonable satisfaction of County" shall be based on a reasonable expectation that the remaining items not so cleaned up and removed by Hatcher will be utilized by Hatcher for uses and purposes authorized under the Hatcher Lease. The County shall not be unreasonable in making such judgment.
  - c. No later than the Term Expiration Date as to Parcel "B" of the Hatcher Lease, Hatcher shall clean up and remove all Debris from Parcel "B" of the Hatcher Lease.
4. **Cooperation of County.** During the term of the Removal of Debris and Clean Up of Hatcher Property, County hereby agrees to take all action reasonably necessary to permit Hatcher to complete the actions provided for in the Agreement and this Escrow Agreement, provided there is no cost to County.

**Exhibit "B"**

**INSTRUCTIONS**

1. In the event of a default on the part of Hatcher in completing any actions in accordance with the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, County shall, after providing Hatcher with 20 days written notice, have the option of removing any remaining Debris and being reimbursed for such reasonable removal cost from the Escrow Money.
2. Following satisfactory completion by Hatcher of the actions in accordance with both Section 3.a. and Section 3.b. of the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, Escrow Agent shall remit to Hatcher the sum of Twenty-Five Thousand Dollars (\$25,000.00), less any sum distributed to County pursuant to Paragraph (1) of this Exhibit "B".
3. Following satisfactory completion by Hatcher of the actions in accordance with Section 3.c. of the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, Escrow Agent shall remit to Hatcher the sum of Twenty-Five Thousand Dollars (\$25,000.00), less any sum distributed to County pursuant to Paragraph (1) of this Exhibit "B".
4. **Residual Escrow Money.** Any Escrow Money remaining in the escrow account shall be returned by Escrow Agent to Hatcher.

**CONSENT AND JOINDER**

The undersigned, as Assignee by Palm Beach County, a political subdivision of the State of Florida, under that certain Agreement for Purchase and Sale dated September 11, 2007 (R2007-1589), as amended December 4, 2007 by that certain First Amendment to Agreement for Purchase and Sale (R2007-\_\_\_\_\_) (collectively, the "Purchase Agreement") does hereby consent to, join in, acknowledge and agree to the terms, provisions and understandings set forth in the Escrow Agreement.

ATTEST:

SOLID WASTE AUTHORITY

By: \_\_\_\_\_  
Mark Hammond, Executive Director

By: \_\_\_\_\_  
Sandra Vassalotti, Clerk to the Board

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

By: \_\_\_\_\_  
Bernard A. Conko, Solid Waste Authority,  
Special Counsel

**INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE SOLID WASTE AUTHORITY  
FOR  
THE DEVELOPMENT OF A WATER RESOURCE AND ENVIRONMENTAL  
RESTORATION PROJECT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") and the SOLID WASTE AUTHORITY, a special district created by Chapter 75-473, Laws of Florida, as amended, (the "SWA"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter collectively referred to as the "Parties").

**WITNESSETH**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, on September 11, 2007 the Palm Beach County Board of County Commissioners approved the Agreement for Purchase and Sale (R-2207-1589), which was amended by that certain First Amendment to Agreement for Purchase and Sale dated \_\_\_\_\_ (R2007-\_\_\_\_\_) (collectively referred to as the "Agreement for Purchase"), incorporated herein and made a part hereof by reference, which provides for the County's purchase of approximately 230.54 acres in the vicinity of the County's Cypress Creek Natural Area and located south of Indiantown Road between Jupiter Farms Road and Riverbend Park, (the "Property") legally described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Agreement for Purchase provides for the lease of a portion of the Property to Walter J. Hatcher and Joyce B. Hatcher, or their assigns (the "Lease Agreement") (R2007-1590) incorporated herein and made a part hereof by reference; and

WHEREAS, the County desires to assign to SWA an undivided twenty eight percent (28%) interest in and to the County's rights and obligations to purchase the Property, as provided in the Agreement for Purchase, including the rights and obligations of County under the Lease Agreement; and

WHEREAS, the SWA desires to accept assignment of an undivided twenty eight percent (28%) interest in and to the County's rights and obligations to purchase the Property, as provided in the Agreement for Purchase, including the rights and obligations of County under the Lease Agreement; and

WHEREAS, SWA agrees to contribute five million five hundred thousand dollars (\$5,500,000.00) towards the purchase of the Property at the scheduled closing thereon, and in return County and SWA desire that SWA will have the right to excavate and remove approximately 2.2 million cubic yards of fill from the Property; and

WHEREAS, the Parties wish to enter into this Interlocal Agreement to establish a joint venture to share resources for the mutual benefit of both Parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

1. The parties hereto acknowledge and agree that the recitals set forth above are true and correct, and are fully incorporated into this Agreement.

2. Purpose. The purpose of this Agreement is for the Parties to undertake a joint venture for the development of a water resource/environmental restoration project on the Property . The Parties will design and develop a plan to enhance the natural communities on the Project site, provide increased water storage and water quality treatment through expanding the area of the onsite lake and restoring hydrology in onsite wetlands, and make approximately 2.2 million cubic yards of fill available to the SWA (hereafter collectively referred to as the "Project"). The SWA will remove such fill from the Property in the area defined as the "Proposed Water Resources" as shown on Exhibit "B", hereafter referred to as the Lake Area. This Agreement will outline the responsibilities of each Party during design, permitting, and construction of the Project as well as termination of the Agreement after construction is completed.

3. Assignment of Agreement for Purchase and Lease Agreement. County hereby assigns to SWA, and SWA hereby accepts assignment from County of, an undivided twenty eight percent (28%) interest in and to the County's rights and obligations under the Agreement for Purchase, including the rights and obligations under the Lease Agreement. At the Closing on the Property, SWA will receive title to an undivided twenty eight percent (28%) interest in and to the Property, and County and/or its assigns will receive title to an undivided seventy two percent (72%) interest in and to the Property.

#### ARTICLE I - JOINT RESPONSIBILITIES

4. Florida Communities Trust (FCT) Funding. The Parties agree that FCT funding is essential to the Project and the Parties will cooperate to ensure funding is secured to repay the County loan on the transaction. The County will prepare the FCT funding application, and the SWA contribution (\$5,500,000.00) will be used as matching funds for the FCT funding application. The FCT funding application submittal is anticipated to occur in Spring 2009.

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5. Permitting/Design Strategy. The Parties will act as co-applicants on all permit applications for Project construction. The Project will be permitted as a water resource development/environmental enhancement project (fill generated as a byproduct of the Project). Permits will address the benefits of flood protection for portions of Jupiter Farms, additional water storage within the lakes and the 135 acre Natural Area and controlled discharge from the surface water management system to benefit the cypress slough in the southeast portion of the Property and the Loxahatchee River. The Parties will cooperate to investigate long-term operation of the surface water management system by South Indian River Water Control District (SIRWCD).

6. Timing of Permits. Receipt of permits is necessary for Project construction, funding, and timely completion of the Project. The Parties will submit initial permit applications to appropriate State and Federal agencies within 12 months after the date of closing on the Property.

7. Lease Agreement and Escrow Agreement Tracking. The Parties designate the County as the lead party for coordination and communication with the Tenant under the Lease Agreement; however, both Parties will be responsible for tracking the Lease Agreement as it pertains to their respective responsibilities under this Agreement. SWA will track the Lease Agreement with respect to site planning, construction phasing, and site demolition after termination of the Lease Agreement. The County will track the Lease with respect to early termination and/or cost reimbursement and will keep the SWA informed of all such matters. All notices required to be sent to Tenant under the Lease Agreement will be sent by County with a copy to SWA. The Parties designate the County as the lead party for coordination and communication with Hatcher and the Escrow Agent under the Escrow Agreement for clean-up of the Hatcher Property, as provided for under the terms of the Agreement for Purchase. At closing, SWA shall execute and deliver a Consent and Joinder to the Escrow Agreement. A copy of the Escrow Agreement is attached hereto as Exhibit "C" and made a part hereof.

## ARTICLE II - RESPONSIBILITIES OF THE COUNTY

8. Due Diligence Review and Coordination of the Closing on the Property. In consultation with SWA, the County will be the lead party for the review and coordination of all standard due diligence prior to closing on the Property, including the preparation and review of closing documents.

9. Permitting Responsibilities. The County will incur all costs associated with design, engineering, and permitting of the Project. The County will also be responsible for the planning, design, permitting, construction, and monitoring of any mitigation that may be required by the permits for wetland impacts incurred within the Project.

10. Public Use Facilities and Equestrian Access. To facilitate timely development of a dredging plan by the SWA and permit application submittal, the County will provide the SWA with the locations of both public use facilities and equestrian access/use facilities outside the Lake Area within 3 months after the date of closing on the Property.

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11. Maintenance. The County will be responsible for maintenance of all portions of the Property except for areas within the Lake Area during the SWA excavation operations and any access/haul roads utilized by the SWA.

### ARTICLE III - RESPONSIBILITIES OF THE SWA

12. Due Diligence Review and Coordination of the Closing on the Property. SWA will cooperate with County, who is designated as the lead party for the review and coordination of all standard due diligence prior to closing on the Property, including the preparation and review of closing documents. SWA will perform any additional due diligence on the Property deemed necessary by SWA to determine the suitability and sufficiency of the amount of fill available on the Property for the Project. At the Closing on the Property, SWA will provide the sum of \$5,500,000.00.

13. Public Use Facilities and Equestrian Access. The SWA will design the excavation work such that it allows the utilization of public use facilities and equestrian access/use facilities outside the Lake Area as set out on Exhibit B.

14. Access/Excavation Design. The SWA will provide the County with a dredging plan which includes construction methods, haul patterns, spoil containment areas, turbidity and erosion controls, dewatering plans (if necessary), and depth contours for the Lake Area within 6 months after the date of closing on the Property. This plan will be included in permit applications.

15. Turbidity and Erosion Controls/Monitoring. The SWA will provide all turbidity and erosion controls to be utilized during excavation and construction of the Lake Area, and will be responsible for water quality monitoring during excavation of the Lake Area in accordance with State and Federal permits.

16. Security/Fencing. The SWA will provide secured fencing around the limits of the Lake Area during excavation and construction of the Lake Area.

17. Site Preparation. The SWA will be responsible for any site preparation activities required within the Lake Area including demolition of the Hatcher house and associated structures at the end of the lease period.

18. Fill Harvest. The SWA will harvest approximately 2.2 million cubic yards of fill from the Lake Area (approximately 64 acres, Exhibit B). Any changes in the Proposed Water Resource Area must be approved by the County and the SWA. The SWA will be solely responsible for removing fill from the Lake Area, and contouring the Lake Area in accordance with the permitted Project design, and for retaining any contractors necessary to perform the work.

19. Maintenance. The SWA will be responsible for maintenance of any portion of the Property located within the boundaries of the Lake Area of the Project (Exhibit B) until the SWA completes its dredging and activities on the Property. The SWA will also be responsible for the

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maintenance of any access/haul roads required during construction and will restore these areas in accordance with the permitted design of the Project.

ARTICLE IV - IN GENERAL

20. Party Representatives. The County's representative during the term of this Agreement shall be the Director of the Department of Environmental Resources Management, whose telephone number is (561) 233-2400. The SWA's representative during the term of this Agreement shall be the Executive Director of the Solid Waste Authority or such other person as designated in writing to the County as Project Manager, whose telephone number is (561) 640-4000.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the respective addresses specified in this paragraph. All notices required by this Agreement shall be considered delivered upon receipt. Should any Party change its address, written notice of such new address shall promptly be sent to the other Party. All notices required under this Agreement shall be forwarded, in writing, to:

County:  
Palm Beach County Department of  
Environmental Resource Management  
Director  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743

With a copy to:  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Sixth Floor  
West Palm Beach, FL 33401

With a copy to:  
Palm Beach County  
Property and Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

Solid Waste Authority:  
Executive Director  
7501 N. Jog Road  
West Palm Beach, FL 33412

With a copy to:  
Solid Waste Authority Legal Counsel  
7501 N. Jog Road

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West Palm Beach, FL 33412

22. Recording. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

23. Indemnification. Each Party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the County shall indemnify, defend and hold harmless the SWA against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the SWA shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the SWA's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for other Party's negligent, willful or intentional acts or omissions.

24. Insurance.

A. Without waiving the right to sovereign immunity as provided by Section, 768.28, Florida Statutes, the County and the SWA acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the SWA maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section, 768.28, Florida Statutes, the SWA shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the SWA agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the SWA of its liability and obligations under the Agreement or any amendments thereto.

B. In the event that either Party subcontracts any part or all of the Project work hereunder to a third party, the such Party shall require each and every subcontractor to name the County and SWA as "additional insureds" on all insurance policies. Any contract awarded for work under this Agreement shall include a provision whereby the contracting Party's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the County and SWA harmless from all damages arising in connection with said contract.

25. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

26. Waiver or Breach. It is hereby agreed to by the Parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any

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succeeding breach of the same or any other covenant.

27. Default, Termination and Opportunity to Cure.

A. If a Party fails to fulfill its obligations under this Agreement in a timely and proper manner, the Party not in default shall have the right to terminate this Agreement and/or to bring an action for breach as provided herein by giving written notice of any deficiency and its intent to terminate and/or to bring an action for breach as provided herein. The Party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting Party fails to correct the deficiency within this time and unless otherwise agreed by the Parties, the Party not in default may terminate this Agreement and/or bring an action for breach as provided herein.

B. Upon completion by SWA of all of its excavation and related construction activities of the Project, or no later than February 11, 2018, the SWA shall convey to County via warranty deed at a cost of \$10.00, all of SWA's right, title and interest in the Property. Upon such conveyance, County shall be responsible for the long term management of the Property. This Agreement shall terminate upon the recording of the deed of conveyance following such acceptance by County, whereupon the Parties hereto shall be released from all further obligations hereunder except for any obligations which shall explicitly survive expiration or earlier termination of this Agreement.

C. Termination for Failure of Purpose. In as much as the SWA's participation in this Project is the interest in harvesting the fill material during construction of the Lake Area, in the event that permits for the dredging of approximately 2.2 million cubic yards of fill material cannot be obtained by the Parties within three years after the Closing, the SWA shall have the option of terminating its interest in the Property and receiving the return of its \$5.5 million investment. The SWA shall exercise this option by written notice to the County, and the payment to SWA by County and the conveyance of SWA's right, title and interest in the Property to County shall occur within three years of such written notice.

28. Enforcement Costs. Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties; provided, however, that this clause pertains only to the Parties to this Agreement.

29. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30. Employment Designations. The County and SWA each recognize that it is a joint participant in this project and not an agent or servant of the other. No person employed by any

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party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

31. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

32. Amendment. None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

33. Entirety of Agreement. The Parties agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein.

**WHEREFORE**, the Parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_

(SEAL)

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

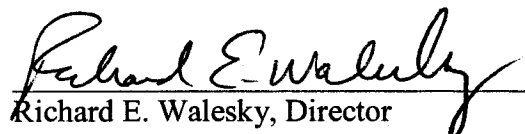
DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Assistant County Attorney

DATE: \_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS:

  
Richard E. Walesky, Director  
Palm Beach County Dept. of  
Environmental Resources Management

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SOLID WASTE AUTHORITY OF PALM  
BEACH COUNTY

ATTEST:

By: \_\_\_\_\_  
Sandra Vassalotti, Clerk to the Board

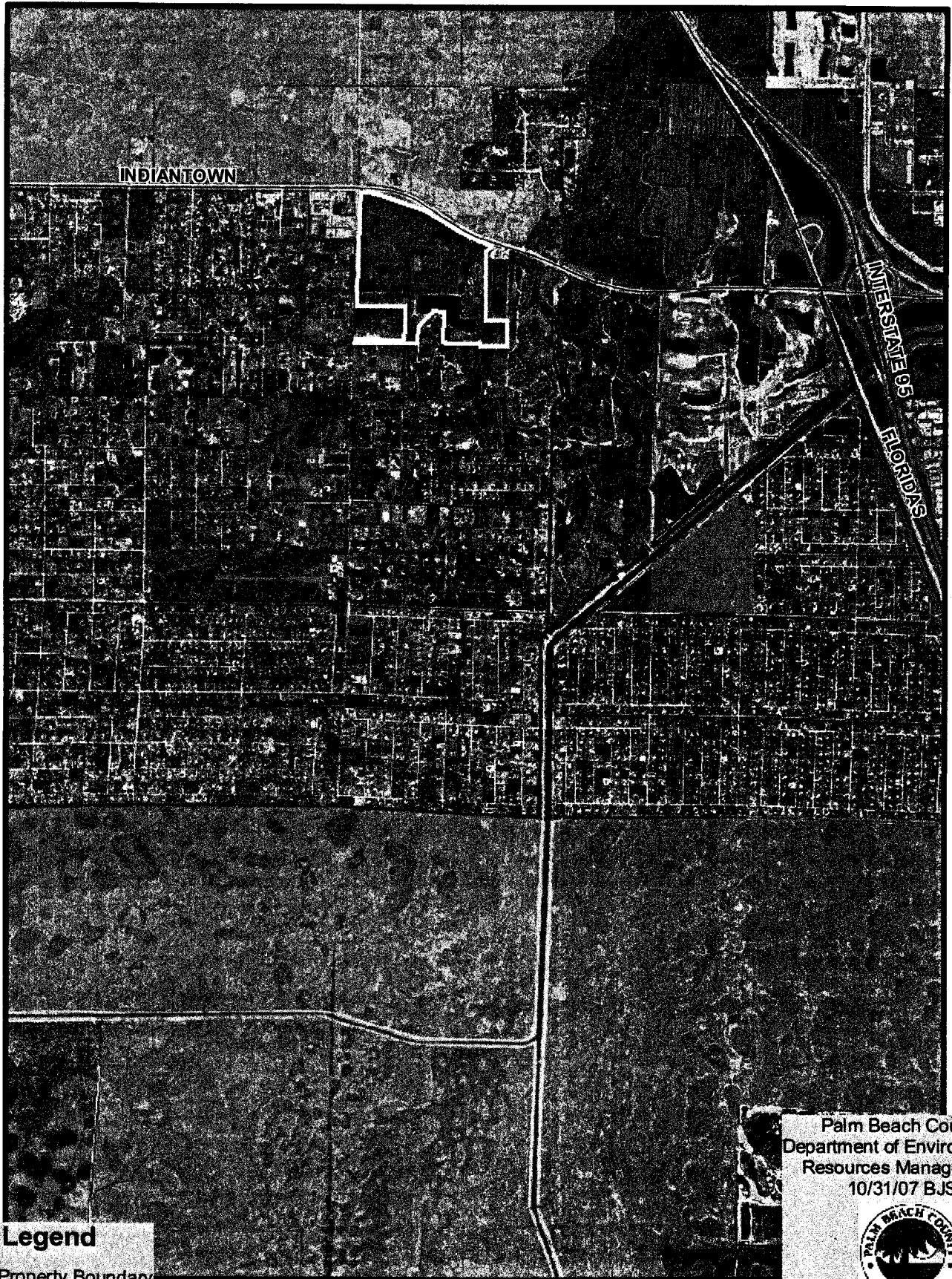
By: \_\_\_\_\_  
Mark Hammond, Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Bernard A. Conko, Solid Waste  
Authority, Special Counsel

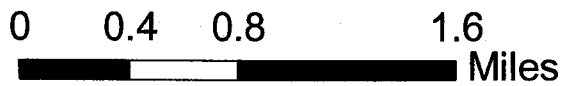
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# Property Location



**Legend**

- Property Boundary
- PBC Natural Areas
- Major Roads

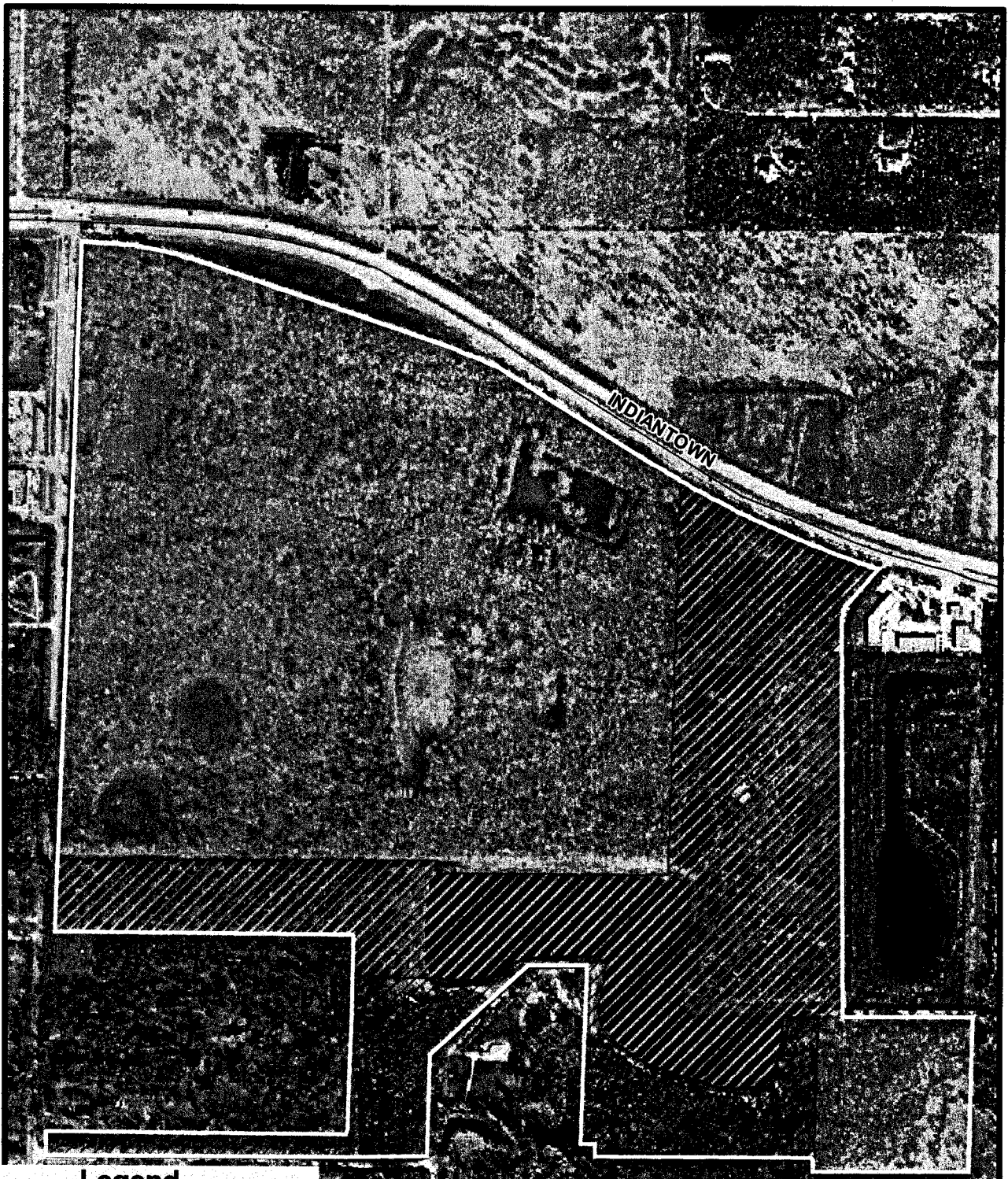


Palm Beach County  
Department of Environmental  
Resources Management  
10/31/07 BJS










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Exhibit A

# Water Resources and Environmental Restoration Project



## Legend

-  PBC Natural Areas
-  Property Boundary
-  Proposed Natural Area
-  Proposed Water Resources
-  Proposed Park and Restoration Area
-  Proposed Park
-  Major Roads



0 375 750 1,500 Feet

Palm Beach County  
 Department of Environmental  
 Resources Management  
 10/31/07 BJS



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Exhibit B

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# Exhibit C



**HATCHER ESCROW AGREEMENT**

This Escrow Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_ 20\_\_\_\_, by and between **WALTER J. HATCHER** and **JOYCE B. HATCHER**,  
Husband and Wife, their heirs or authorized assigns and successors, whose address is c/o  
Alan Armour, Esq., Nason, Yeager, Gerson, White and Lioce P.A. 1645 Palm Beach Lakes  
Blvd., Suite 1200, West Palm Beach, FL 33401 (collectively, "Hatcher") and **PALM  
BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 2633  
Vista Parkway, West Palm Beach, Florida 33411-5605, its successors and assigns ("County")  
(Hatcher and County are together hereinafter referred to as the "Principals") and **SHARON  
R. BOCK, Palm Beach County Clerk & Comptroller**, ("Escrow Agent").

**WHEREAS**, Principals are parties to that certain Agreement for Purchase and Sale  
dated September 11, 2007 (R2007-1589), as amended December 4, 2007 by that certain First  
Amendment to Agreement for Purchase and Sale (R2007-\_\_\_) (the "Purchase Agreement");  
and

**WHEREAS**, the Purchase Agreement provides for Hatcher to remove abandoned  
personal property, refuse, garbage, junk, rubbish, trash and debris, including but not limited  
to abandoned vehicles, tanks and trailers (collectively, the "Debris"), from the Hatcher  
Property following Closing in the manner prescribed in Exhibit "A" attached hereto and  
made a part hereof, ( the "Hatcher Cleanup Plan"); and

**WHEREAS**, the Purchase Agreement provides for a portion of Hatcher's Closing  
proceeds in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Escrow Money") to be  
paid by Hatcher to Escrow Agent and held in a non-interest bearing account pending  
Hatcher's completion of the removal of the Debris in accordance with the Purchase  
Agreement and as further provided in this Escrow Agreement; and

**WHEREAS**, Principals desire that Escrow Agent act as escrow agent relating to the  
Escrow Agreement and hold the Escrow Money pursuant to the Escrow Instructions  
described on Exhibit "B", attached hereto and made a part hereof, (the "Instructions"); and

**WHEREAS**, Escrow Agent has agreed to act as Escrow Agent for the Escrow Money  
on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set  
forth and other good and valuable consideration, the receipt and sufficiency of which is  
hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow.

A. Escrow Agent agrees to hold the Escrow Money in escrow  
subject to the terms and conditions contained in this Escrow Agreement and the Instructions.

B. Unless otherwise provided in this Escrow Agreement, Escrow  
Agent shall disburse the Escrow Money without interest or other accumulation in value.

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C. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing. Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event Instructions from Principals would require Escrow Agent to spend any monies or incur any costs, Escrow Agent shall be entitled to refrain from taking any action until Escrow Agent has notified Principals that payment for such costs is required and Escrow Agent receives payment for such costs. Any such costs shall be apportioned equally among Principals.

E. Principals acknowledge and agree that nothing in this Escrow Agreement shall prohibit Escrow Agent from serving in a similar capacity on behalf of others.

#### II. Release of Escrow Money.

A. Escrow Agent agrees to release the Escrow Money in accordance with the terms and conditions set forth in the Instructions in this Escrow Agreement.

B. If all or any portion of the Escrow Money delivered to Escrow Agent is in the form of a check or in any form other than cash, Escrow Agent shall deposit same in an Escrow or Trust Account but shall not be liable for the non-payment thereof nor responsible to enforce collection thereof. In the event such check or other instrument is returned to Escrow Agent unpaid, Escrow Agent shall notify the Principals for further instructions.

#### III. Liability of Escrow Agent.

A. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safe keeping of the Escrow Money and for the disposition of the same in accordance with the Instructions in this Escrow Agreement. Hatcher hereby agrees to indemnify Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature which it may incur or with which it may be threatened directly or indirectly, arising from, or in any way connected with Hatcher's acts or omissions in connection with this Escrow Agreement or which may result from Escrow Agent's following of Instructions from Hatcher, and in connection therewith agrees to indemnify Escrow Agent against any and all expenses, including attorney's fees and the costs of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. This Article III shall not apply in the event Escrow Agent breaches the terms of this Escrow Agreement or fails to follow the instructions contained herein.

#### IV. Disputes.

A. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Money, Escrow Agent shall, at its option, either (1) tender the Escrow Money into the registry of the appropriate court or (2) disburse the Escrow Money in accordance with the court's ultimate disposition of the case, and

Hatcher hereby agrees to indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith that are caused by the acts or omissions of Hatcher including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

B. In the event Escrow Agent tenders the Escrow Money into the registry of the appropriate court and files an action of interpleader naming the Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Hatcher hereby agrees to indemnify and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith that are caused by the acts or omissions of Hatcher including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

V. Term of Escrow Agreement.

A. This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

1. Upon written notice given by all Principals of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

2. Upon Escrow Agent's resignation as Escrow Agent, which Escrow Agent may do at anytime upon giving notice to Principals of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than ten (10) days after the giving of notice of resignation; or

3. Upon compliance with all escrow provisions as set forth in this Escrow Agreement and in the Instructions.

B. In the event Principals fail to agree to a successor escrow agent within the time period described herein above, Escrow Agent shall have the right to deposit all of the Escrow Money held hereunder into the registry of an appropriate court and request judicial determination of the rights of Principals, by interpleader or other appropriate action, and Principals hereby equally indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith, including, but not limited to, reasonable attorney's fees and court costs at all trial and appellate levels.

C. Upon termination of the duties of Escrow Agent in either manner set forth in subparagraphs 1. and 2. of Paragraph A. of this Article V., Escrow Agent shall deliver all of the Escrow Money to the newly appointed Escrow Agent designated by the Principals.

D. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals. In no event shall any modification of this Escrow Agreement, which

shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given it prior written consent.

VI. Notices.

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone (561) 233-0218  
Fax (561) 233-0210

With a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue  
Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2225  
Fax: (561) 355-4398

HATCHER:

Walter and Joyce Hatcher, c/o Alan Armour, Esq.  
Nason, Yeager, Gerson, White & Lioce P.A.  
1645 Palm Beach Lakes Boulevard, Suite 1200  
West Palm Beach, FL 33401  
Telephone: (561) 686-3307  
Fax: (561) 686-5442

ESCROW AGENT:

SHARON R. BOCK, County Clerk & Comptroller  
CLERK OF THE CIRCUIT COURT  
Governmental Center  
301 North Olive Avenue, 9<sup>th</sup> Floor Administration  
West Palm Beach, FL 33401

Any party may from time to time change the address to which notice under this Escrow Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

VII. Choice of Law and Venue.

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Palm Beach County, Florida as the proper jurisdiction and venue in which the same is to be instituted.

VIII. Cumulative Rights.

No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

IX. Binding Agreement.

This Escrow Agreement shall be binding upon the Principals and Escrow Agent and their respective successors and assigns.

X. Entire Agreement.

This Escrow Agreement represents the entire understanding and agreement by and among the parties with respect to the subject matter hereof and supersedes all other negotiations understandings and representations (if any) made by and among the parties.

XI. Assignment of Purchase Agreement by County.

The parties acknowledge that the Purchase Agreement may be assigned by County, in whole or in part, to a governmental or quasi-governmental agency of Palm Beach County or the State of Florida, including a dependent special district, provided no such assignment shall release County from its obligations thereunder. Any such assignment shall automatically make such assignee a party, with County, to this Escrow Agreement, vesting

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such assignee with the same rights and privileges provided to County in this Escrow Agreement, and binding such assignee with the same obligations as County in this Escrow Agreement. Any assignee shall consent and join in this Escrow Agreement by completing a Consent and Joinder substantially in the form attached hereto as Exhibit "C", which Consent and Joinder shall be attached to, and be made a part of, the Escrow Agreement.

(Remainder of page is left blank intentionally)

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed as of the date first written above.

Witnesses as to both Walter J. Hatcher and Joyce B. Hatcher

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Print Witness Name

HATCHER:

\_\_\_\_\_  
Walter J. Hatcher

\_\_\_\_\_  
Joyce B. Hatcher

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Chair

ESCROW AGENT:

SHARON R. BOCK,  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**Exhibit "A"**

**HATCHER CLEANUP PLAN**

1. **Defined Terms.** Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. **Debris.** The term "Debris" shall mean all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris, including but not limited to abandoned vehicles, tanks and trailers.
3. **Removal of Debris and Clean Up of Hatcher Property.**
  - a. Within ninety (90) days following Closing, Hatcher shall clean up and remove all Debris from the Hatcher Property lying outside of the limits of Parcel "A" and Parcel "B" of the Hatcher Lease.
  - b. Within ninety (90) days following Closing, Hatcher shall clean up and remove all abandoned vehicles, tanks and trailers from the Hatcher Property (except as provided pursuant to the terms of the Purchase Agreement) lying within the limits of Parcel "A" and Parcel "B" of the Hatcher Lease to the reasonable satisfaction of County. The judgment of "reasonable satisfaction of County" shall be based on a reasonable expectation that the remaining items not so cleaned up and removed by Hatcher will be utilized by Hatcher for uses and purposes authorized under the Hatcher Lease. The County shall not be unreasonable in making such judgment.
  - c. No later than the Term Expiration Date as to Parcel "B" of the Hatcher Lease, Hatcher shall clean up and remove all Debris from Parcel "B" of the Hatcher Lease.
4. **Cooperation of County.** During the term of the Removal of Debris and Clean Up of Hatcher Property, County hereby agrees to take all action reasonably necessary to permit Hatcher to complete the actions provided for in the Agreement and this Escrow Agreement, provided there is no cost to County.

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**Exhibit "B"**

**INSTRUCTIONS**

1. In the event of a default on the part of Hatcher in completing any actions in accordance with the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, County shall, after providing Hatcher with 20 days written notice, have the option of removing any remaining Debris and being reimbursed for such reasonable removal cost from the Escrow Money.
2. Following satisfactory completion by Hatcher of the actions in accordance with both Section 3.a. and Section 3.b. of the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, Escrow Agent shall remit to Hatcher the sum of Twenty-Five Thousand Dollars (\$25,000.00), less any sum distributed to County pursuant to Paragraph (1) of this Exhibit "B".
3. Following satisfactory completion by Hatcher of the actions in accordance with Section 3.c. of the Hatcher Cleanup Plan, as provided in Exhibit "A" to this Hatcher Escrow Agreement, Escrow Agent shall remit to Hatcher the sum of Twenty-Five Thousand Dollars (\$25,000.00), less any sum distributed to County pursuant to Paragraph (1) of this Exhibit "B".
4. **Residual Escrow Money.** Any Escrow Money remaining in the escrow account shall be returned by Escrow Agent to Hatcher.



**CONSENT AND JOINDER**

The undersigned, as Assignee by Palm Beach County, a political subdivision of the State of Florida, under that certain Agreement for Purchase and Sale dated September 11, 2007 (R2007-1589), as amended December 4, 2007 by that certain First Amendment to Agreement for Purchase and Sale (R2007-\_\_\_\_\_) (collectively, the "Purchase Agreement") does hereby consent to, join in, acknowledge and agree to the terms, provisions and understandings set forth in the Escrow Agreement.

SOLID WASTE AUTHORITY, a  
special district created by Chapter 75-  
473, Laws of Florida, as amended

ATTEST:

By: \_\_\_\_\_  
Executive Director

Clerk

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
SWA Legal Counsel