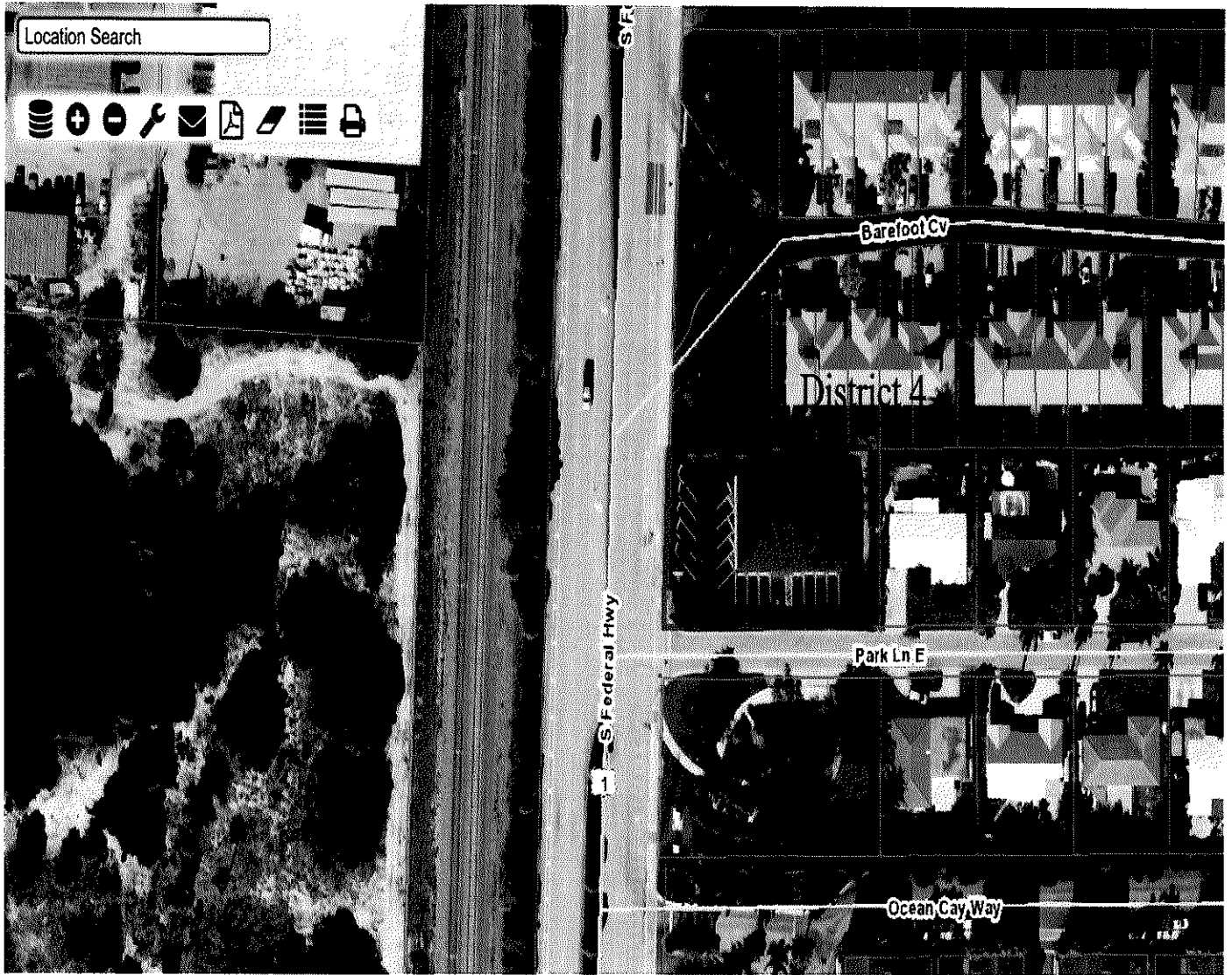


LOCATION MAP



ATTACHMENT 1

ATTACHMENT 2
INTERLOCAL AGREEMENT (2)
WITH EX A, EX B AND EX C
20 pages

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF HYPOLUXO
AND PALM BEACH COUNTY
RELATING TO PROPERTY LOCATED WITHIN THE TOWN OF HYPOLUXO**

THIS IS AN INTERLOCAL AGREEMENT entered into _____, by and between **THE TOWN OF HYPOLUXO**, a municipal corporation of the State of Florida, hereinafter referred to as "Town", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County". Town and County are each sometimes referred to herein individually as a "party" and collectively 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 which such agencies share in common and which each might exercise separately; and

WHEREAS, the parties agree that the effective provision of library services to the residents of County and Town is important to the general welfare of the entire community; and

WHEREAS, the County is desirous of developing a satellite library branch for the County's Lantana Road branch ("Library Satellite Project" also known as the Hypoluxo Library Branch) on certain land, legally described on Exhibit "A" attached hereto and made a part hereof hereafter referred to as "Property", which property is owned by the Town and located within the municipal boundaries of the Town; and

WHEREAS, the agreed upon scope of the Library Satellite Project and its estimated implementation schedule is detailed on Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, County hereby agrees to purchase and the Town agrees to sell to the County the Property for \$1,625,000.00 in accordance with the conditions and terms as set forth below and hereafter Town may also be referred as to the "Seller" ; and

WHEREAS, the parties agree to comply with the terms and conditions more particularly described herein, and understand that the other party has materially relied upon the same and has been induced into entering into this Agreement as a result of the same.

NOW, THEREFORE, in consideration of the mutual benefit to the parties of the Library Satellite Project, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. Town represents to County that it has the authority to enter into this Agreement

SECTION 3. County represents to Town that it has the authority to enter into this Agreement.

SECTION 4. The purpose of this Agreement is to establish the parties' rights and obligations regarding the conveyance of the Property from the Town to the County.

SECTION 5. DEFINITIONS. The following terms as used herein shall have the following meanings:

5.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

5.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 14.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

5.3 **"Current Funds"** - immediately available U.S. funds by wire transfer drawn against a public banking institution located in Palm Beach County, Florida.

5.4 **"Development Approvals"** - all development approvals, excluding the building permit, required for the construction of the Library Satellite Project.

5.5 **"Effective Date"** - the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

5.6 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating sixty (60) days thereafter.

5.7 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "B" attached hereto, together with any other title matters that may be accepted in writing by the County.

5.8 **"Personal Property"** - any items of personal property remaining upon the Real Property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

5.9 **"Property"** - the Real Property and Personal Property as defined herein.

5.10 **“Purchase Price”** - the price set forth in or determined in accordance with Section 7.1 of this Agreement.

5.11 **“Real Property”** - the Property together with all improvements situated thereon.

SECTION 6. SALE AND PURCHASE. In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

SECTION 7. PURCHASE PRICE AND METHOD OF PAYMENT.

7.1 **Purchase Price.** The purchase price of the Property shall be One Million Six Hundred Twenty-Five Thousand Dollars and No Cents (\$1,625,000.00).

7.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, prorations, and fees as herein provided.

SECTION 8. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

8.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

8.2 The Property abuts a public roadway to which access is not limited or restricted.

8.3 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

8.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

8.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

8.6 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

8.7 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

8.8 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid and binding obligations of Seller.

8.9 There are no service contracts affecting the Property which will survive Closing.

8.10 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing, in accordance with Section 16 hereof, for the year of Closing and all prior years.

8.11 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

8.12 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

8.13 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

8.14 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 21.1 hereof.

SECTION 9. INSPECTION OF PROPERTY.

9.1 During the Inspection Period, County and its engineers, surveyors, agents, and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

9.2 County shall also have the right to terminate this Agreement at any time during the Inspection Period if it is determined that the Real Property is unsuitable for the County's intended purpose as a satellite branch library, as determined by County in its sole and absolute discretion. County shall notify Seller in writing of its intention to terminate this Agreement pursuant to this Section prior to the end of the Inspection Period. In the event County fails to so notify Seller within said time, County shall, for all purposes under this Agreement be deemed to have elected to proceed to closing, and all rights of County to terminate this Agreement pursuant to this Section shall be null and void and of no further force and effect.

SECTION 10. EVIDENCE OF TITLE.

10.1 Within fifteen (15) days after the Effective Date of this Agreement, the Seller shall deliver to the County an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by Old Republic National Title Insurance Company, agreeing to issue to the County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by Seller.

The County shall have until the later of ten (10) days after receipt from the Seller of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exception(s) shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by

County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at Closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages.

10.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 11 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 11 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

10.3 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County.

SECTION 11. SURVEY. County shall have the right, within the time period provided in Section 10 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon, at the sole cost and expense of the County. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 10 of this Agreement, and County shall have the same rights and remedies as set forth therein.

SECTION 12. 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, 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.

SECTION 13. CONDITION PRECEDENT TO CLOSING. The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement; and (4) Seller shall be responsible for obtaining any required development approvals, including, any conditional use approval for the Project. Seller shall work diligently to obtain Development Approvals within the Inspection Period. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived or the specific time frames extended at the sole discretion of the County.

SECTION 14. CLOSING. The parties agree that the Closing upon the Property shall be consummated as follows:

14.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

14.2 **Closing Date.** The Closing shall take place within fifteen (15) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

14.3 **Closing Documents.** County shall be responsible for preparation of all closing documents. County shall submit copies of same to Seller no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

14.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

14.3.2 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

14.3.3 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price and to remit same to the Internal Revenue Service, as required by the Act.

14.3.4 **Closing Statements.** Closing Statements prepared in accordance with the terms hereof.

14.3.5 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated.

14.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

14.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the following:

14.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

SECTION 15. EXPENSES.

15.1 County shall pay the following expenses at Closing:

15.1.1 The cost of recording the deed of conveyance.

15.2 Seller shall pay the following expenses at Closing:

15.2.1 Documentary Stamps required to be affixed to the deed of conveyance, if any.

15.2.2 All costs and premiums for the owner's title insurance commitment and policy.

15.2.3 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

15.3 The Seller and County shall each pay their own attorney's fees.

SECTION 16. PRORATIONS.

16.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

16.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

SECTION 17. CONDEMNATION. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

SECTION 18. REAL ESTATE BROKER. Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

SECTION 19. 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 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m. 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:

19.1 County:

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

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax 561-355-4398

19.2 Seller:

Town of Hypoluxo
Michael C. Brown, Mayor
7580 South Federal Highway
Hypoluxo, FL 33462-6034

With a copy to:

Leonard G. Rubin, Town Attorney
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33409

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

other parties.

SECTION 20. ASSIGNMENT. Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 21. DEFAULT.

21.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

21.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to: (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages.

SECTION 22. GOVERNING LAW & VENUE. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the

Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

SECTION 23. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

SECTION 24. TIME OF ESSENCE. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

SECTION 25. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

SECTION 26. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 27. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

SECTION 28. NON-DISCRIMINATION. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that throughout the term of this Agreement, including any renewals thereof, if applicable, all persons are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information under any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.

SECTION 29. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be 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.

SECTION 30. NO THIRD PARTY BENEFICIARY. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

SECTION 31. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

SECTION 32. SURVIVAL. The parties' warranties, agreements, covenants, and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

SECTION 33. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

SECTION 34. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

SECTION 35. INCORPORATION BY REFERENCE. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

SECTION 36. TIME COMPUTATION. Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, federal or state legal holiday.

SECTION 37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

SECTION 38. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts

and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the entities, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 39. COUNTERPARTS. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Seller shall execute by manual means only, unless the County provides otherwise.

SECTION 40. RIGHT OF FIRST REFUSAL. In the event the County wishes to sell said Real Property or discontinue use of said Real Property as a library, Seller shall have the Right of First Refusal to purchase the Real Property at the Purchase Price plus the value of the County's improvements as determined by the then current Marshall & Swift manual. County shall give written notice of the County's desire to sell or discontinue use to the Seller. Seller shall exercise its Right of First Refusal, if at all, by written notice to the County received by the County on or before 60 (sixty) days of receipt of County's notice. Failure of Seller to duly and timely exercise its Right of First Refusal shall be deemed a waiver of Seller's right of first refusal. The rights contained in this Section 40 shall survive for a period of fifty (50) years after the recording of the Statutory Warranty Deed into the public records of Palm Beach County, Florida, as set forth herein.

SECTION 41. OPTION. Seller, at its sole discretion, shall have the option to repurchase the Property, in the event the County fails to commence design for the development of the Library Satellite Project within 12 months from the recording of the Statutory Warranty Deed into the public records of Palm Beach County, Florida. In the event Seller exercises such option, Seller shall reimburse the full Purchase Price to the County. Seller may extend the time for County to commence design at its sole discretion. The option rights in Section 41 may only be exercised by the Seller during the 12 months following the expiration of the County's twelve month design period and in the event Seller does not exercise such option within the Seller's twelve month option period, Seller's option shall cease and expire at the end of Seller's twelve month option period.

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

Signed, sealed and delivered
in the presence of:

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

By: Michael Brown
Michael C. Brown, Mayor

ATTEST:
By: [Signature]
Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: [Signature]
Town Attorney

(Town Seal)

(PALM BEACH COUNTY'S SIGNATURE BLOCK IS ON THE FOLLOWING PAGE)

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

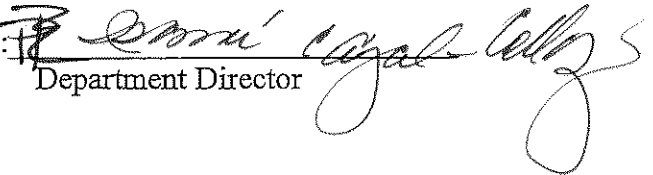
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT A - Property

EXHIBIT "A"

PROPERTY

A PARCEL OF LAND IN THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST, SAID PARCEL OF LAND BEING A PORTION OF THE "NOT INCLUDED" PARCEL LYING NORTH OF PARK LANE EAST, AND EAST OF FEDERAL HIGHWAY, U.S. NO. 1, AS SHOWN ON THE RECORDED PLAT OF HYPOLUXO SHORES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 25, PAGE 125, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, OF SAID HYPOLUXO SHORES; THENCE NORTH 89 DEGREES 41' 18" WEST, ON THE PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 41' 18" WEST, A DISTANCE OF 151.85 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY OF FEDERAL HIGHWAY, U.S. NO. 1; THENCE SOUTH 2 DEGREES 55' 42" WEST, ALONG THE EAST RIGHT-OF-WAY, A DISTANCE OF 91.64 FEET; THENCE SOUTH 89 DEGREES 41' 18" EAST, A DISTANCE OF 156.04 FEET; THENCE NORTH 0 DEGREES 18' 42" EAST, ALONG A LINE, 6 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

None.

EXHIBIT "C"

Library Satellite Project Scope and Estimated Implementation Schedule

Scope: The County will renovate the Real Property to operate as the Library Satellite Project. The County will bear all capital and operational costs associated with the Library Satellite Project. Once in operations, it is expected that the library will be in service forty-eight (48) hours per week, Monday-Saturday. The County will have the right to adjust hours of operation as a function of, and consistent with, its service model for all branches of the County's library system.

Design and Permitting: The County will be responsible for all design and permitting required for the development of the Library Satellite Project with the exception of the Conditional Use Approval for governmental facilities required to operate the library on the Property, which is currently zoned as Commercial Office and Institutional (COI). The Town will secure the Conditional Use Approval and deliver the same to the County within one hundred and eighty (180) calendar days after execution of the Agreement.

Estimated Implementation Schedule: Upon execution of the Agreement, the County will expeditiously proceed to retain the professional services required for the design of the Library Satellite Project completion of which is expected to occur twenty (24) months after execution of the Agreement. The County, in its sole discretion, may decide to extend the time for completion to accommodate design, permitting and/or construction needs.

Attachment #3
Budget Availability Statement

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2-6-2024

REQUESTED BY: Margaret Jackson

PHONE: 561 233-0202

PROJECT TITLE: Town of Hypoluxo - Satellite Branch - Lantana
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

REQUESTED AMOUNT: \$1,625,027.60

BCC RESOLUTION#: _____
DATE: _____

eFDO #:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Purchase of .36 acre parcel which includes a 3,510 square foot building, located at 7200 S. Federal Highway, for the purpose of creating a new satellite branch of the Palm Beach County Library System.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
OTHER	\$1,625,027.60
TOTAL	\$1,625,027.60

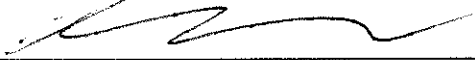
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3751 DEPT: 321 UNIT: L075 OBJ: 6201

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: Library

BAS APPROVED BY: 

DATE 2-8-24

ENCUMBRANCE NUMBER: _____