

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Page 1

Meeting Date:

May 12, 1987

Agenda Item #:

8-A-1Consent ☒Regular ☐**I. EXECUTIVE BRIEF**

Request Submitted By: County Attorney's Office
(William G. Capko, Assistant County Attorney)

Title & Description: -

Resolution of the Board of County Commissioners of Palm Beach County, Florida, authorizing the execution of two agreements for the purchase of oceanfront property in the Town of Highland Beach.

Background and History:

On September 9, 1986, the Board directed staff to develop an acquisition proposal for the Jap Rock beachfront property that would include a site assessment as well as possible funding options. The Board action of March 4, 1987, authorized staff to prepare the necessary documents to accomplish the purchase of this property at a cost of 3.9 million dollars. On March 31, 1987, and May 7, 1987, the Board approved the appropriate budget amendment and budget transfer to provide funding for this purchase.

Justification:

Board action of March 4, 1987 authorizing the purchase of this property.

Recommendation:

Request Board approve Resolution and request Board authorize Chair and Clerk to execute two (2) Agreements for purchase.

Exhibits Attached For Board:

Contracts

Other Resolution (1) Agreements (2)

Yes _____ No _____

This Agenda item DOES ☒ DOES NOT ☐ have a fiscal impact.

Recommended By: Will G. Capko

Department Director

5-6-87

Date

RESOLUTION NO. R-87-709

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE
EXECUTION OF TWO AGREEMENTS FOR THE PURCHASE
OCEANFRONT PROPERTY IN THE TOWN OF HIGHLAND BEACH.

WHEREAS, the Board of County Commissioners of Palm Beach
County recognizes that the purchase of rapidly dwindling undeveloped
beach front property in order to provide recreation for County residents
and visitors alike serves a public purpose; and

WHEREAS, the Milani Family owns approximately 5.6 acres in the
Town of Highland Beach which contains over three hundred fifty feet of
ocean frontage as well as special archeological and geological values;
and

WHEREAS, the Board of County Commissioners of Palm Beach
County on March 4, 1987 directed staff to prepare the necessary
documents to accomplish the purchase of this property at a price of
three million nine hundred thousand dollars; and

WHEREAS, the attached Agreements, which provide for the
purchase of this property by the County, have been executed on behalf of
the Seller.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the attached
Agreements are hereby approved and the Chair and Clerk are hereby
authorized to execute same on behalf of the Board of County
Commissioners.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

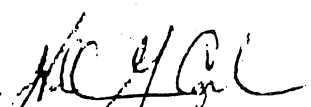
CAROL A. ROBERTS
KEN ADAMS
KAREN T. MARCUS
CAROL ELMQUIST
DOROTHY H. WILKEN

The Chair thereupon declared the resolution duly passed and
adopted this _____ day of _____, 1987.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

John B. Dunkle, Clerk

By 
County Attorney

By _____
Deputy Clerk

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	19 <u>87</u>	19 <u>88</u>	19 <u>89</u>	19 <u>90</u>	19 <u>91</u>
Capital Expenditures	<u>0</u>				
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	525,000	300,000
Is Item Included In Current Budget?		Yes	No	X	

Recommended Sources of Funds:

C.I.P. South County Regional Park Plus Sunshine Pool
John Prince Park
Okeeheelee Park
Glades Regional Park
Summary of Fiscal Impact:

Summary of Fiscal Impact:

Impact on operating cost starting in 1990 for development of this new park - amount of purchase \$3.9 million.

-----FOR OFMB, COUNTY ATTORNEY & CLERK USE ONLY-----
OFMB Review and Comments:

Legal Sufficiency
(If Applicable)

OFMB Signature & Date

County Attorney

Date _____

III. BOARD ACTIONS

Board Discussion/Modification:

APPROVED	DENIED	DEFERRED	VOTE: _____	DATE: _____
COMM. KAREN T. MARCUS			AYE	NAY
COMM. CAROL A. ROBERTS			_____	_____
COMM. CAROL J. ELMQUIST			_____	_____
COMM. DOROTHY H. WILKEN			_____	_____
COMM. KEN ADAMS			_____	_____

ATTEST:

John B. Dunkle
Clerk of the Board of County Commissioners

By _____
Deputy Clerk

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

1/26/87

AGREEMENT

THIS AGREEMENT is made and dated as of May , 1987 by and between Lucia Milani as Successor Trustee of the Milani Family Irrevocable Trust (hereinafter referred to as "Seller"), and PALM BEACH COUNTY, a body corporate and politic created and existing under the laws of the State of Florida (hereinafter referred to as "Purchaser").

W I T N E S S E T H:

In consideration of the mutual promises herein after set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. PURCHASE AND SALE

The Seller agrees to sell and convey and the Purchaser agrees to purchase all of that certain tract and parcel of land located in the Town of Highland Beach, Palm Beach County, Florida, a description of which is attached hereto as Exhibit "A" (hereinafter described as the "Premises").

2. PURCHASE PRICE

The total purchase price ("Total Purchase Price") which Purchaser agrees to pay and Seller agrees to accept for the Premises is the sum of \$2,110,000.00 (two million, one hundred ten thousand dollars) subject to the adjustments herein provided, and credit for any payment made pursuant to Section 4 of this Agreement, by County warrant.

3. DATE OF AGREEMENT

For the purposes hereof, the date of this Agreement shall be May , 1987.

4. DEPOSIT

Within ten (10) days after execution of this Agreement, the Purchaser will pay \$10,000.00 as a deposit to the Seller. Said deposit shall be made payable to the trust account of Seller's agent, Dennis P. Koehler, P.A., and shall be credited to the Purchaser at closing. In the event that this transaction is not closed for any reason other than a default by Purchaser under Section 10, the deposit shall be returned to Purchaser.

5. SURVEY

Seller shall, in its sole cost and expense, provide, at least ten (10) days prior to closing, a survey of the Premises certified to Purchaser and Title Insurance Company referred to hereinbelow, in accordance with Section 627.7842, F.S. If the survey shows any encroachments or title objections Purchaser shall give written notice to Seller of the encroachments or title objections within ten (10) days after the later (a) the receipt of the Title Commitment (as hereinafter defined) by Purchaser; or (b) the receipt of the survey by Purchaser. The Seller will convey its interest in the Premises in accordance with the approved survey. In the event of any difference between the survey and the description contained in Exhibit A, the Seller will execute and deliver such other deeds as required by Section 7B.

6. TITLE/TITLE INSURANCE

Seller shall at its sole cost and expense, furnish Purchaser, within ten (10) days after execution of this Agreement, a standard form Commitment For Title Insurance (the "Title Commitment") from a reputable title insurance company acceptable to Seller and Purchaser (herein referred to as the "Title Insurance Company") qualified to do business in the State of Florida. If the Title Commitment contains exceptions unacceptable to Purchaser, Purchaser shall have ten (10) days after receipt of the Title Commitment to give written notice to Seller of any such exceptions which are unacceptable to Purchaser. If notice of

unacceptability is given under this Section or a notice under Section 5 hereof is given, Seller shall have ten (10) days to notify Purchaser of which, if any, of the unacceptable title exceptions and items set forth in such notices, Seller has elected to cure. At closing, the Title Insurance Company shall issue an Owner's Title Insurance Policy insuring fee simple title to the Premises subject to any exceptions approved by Purchaser, on the standard ALTA-B owners policy form used in the State of Florida by the Title Insurance Company.

7. CLOSING

The Seller will deliver possession of the Premises to the COUNTY at closing. The following are additional details of closing:

A. Time and Place. The closing will be on or before June 12, 1987 at the Palm Beach County Attorney's Office, 301 North Olive Avenue, Room 601, West Palm Beach, Florida, 33401 at 10:00 A.M.

B. Conveyance. At closing Seller will deliver to the COUNTY a fully executed general warranty deed conveying good and marketable fee simple title, free and clear of all liens, leases, tenancies, encumbrances and exceptions of record, and of those of which Seller has actual notice which are not recorded. The conveyance will include without limitation, all timber rights, water and sewer rights, mineral and oil/gas rights; all Seller's interest in streams, canals, ditches, and other water bodies; and all Seller's interest in alleys, roads, streets, and easements included within the Premises, or providing access to the Premises. In the event the property is conveyed with a legal description different than that contained in Exhibit A, the Seller, at the request of the COUNTY and in addition to the warranty deed described in this paragraph, shall execute and deliver to the COUNTY a quit-claim deed containing the Exhibit A description, or an appropriate description appearing in Seller's chain of title as designated by the COUNTY.

C. Expenses. Seller will be responsible for preparation of all closing documents, including without limitation deed and closing statements, and will submit copies of such documents to the COUNTY for review at least ten (10) days prior to closing. Seller will pay the documentary stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed.

8. TAXES

All real estate taxes and assessments which are or may become a lien against the premises will be satisfied by the Seller at or before closing. As part of the closing, the Seller will establish an escrow fund with the County Tax Collector in accordance with Section 196.295, Florida Statutes.

9. BROKERS

Seller shall be responsible to pay any commissions contracted for by Seller resulting from this transaction. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except Chelsea Real Estate of the Palm Beaches, Inc. Seller shall indemnify and hold the County harmless from any and all such claims, whether disclosed or undisclosed.

10. DEFAULT

In the event that Purchaser shall refuse to close or fail to perform its obligations hereunder, Seller shall have the option to terminate this Agreement (with retention of any monies paid by Purchaser under Section 4 hereof). If Seller shall refuse to close or fail to perform its obligations under this Agreement, Purchaser shall have the right to either: (i) terminate this Agreement and obtain the refund of any monies paid under Section 4 hereof, or (ii) to seek specific performance hereof.

11. INTENT OF PARTIES

At such time as a County park facility is opened on the Premises, it is the intent of the Parties to name such facility in memory of Mr. Cam D. Milani. And if such facility is ever transferred to another governmental entity, the park shall remain named in memory of Mr. Milani. In the event that the COUNTY ceases using the Premises for County purposes and offers the Premises for sale, then the COUNTY shall grant to the Seller a Right of First Refusal to repurchase the Premises at the same price and on the same terms as agreed to by the prospective purchaser and the County.

12. SIMULTANEOUS CLOSING

As a condition precedent to closing title under this Agreement, the COUNTY shall simultaneously enter into an Agreement of even date in which Milani and Milani Holdings Ltd., a Canadian Ltd. Corp., is Seller and the COUNTY is Purchaser of a parcel of land described on "Exhibit B", which is attached hereto, and the COUNTY and the Sellers of the land described on Exhibits A and B shall simultaneously close title to both parcels of real property. Any attempt to do otherwise shall be unavailing.

13. NOTICES

All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person and receipted for or mailed, full postage prepaid by certified mail, return-receipt requested, addressed (a) to Seller, at Dennis P. Koehler, 2000 Palm Beach Lakes Blvd., Suite 800, West Palm Beach, Florida 33409 and (b) to Purchaser, at 301 N. Olive Avenue, Suite 601, West Palm Beach, Florida 33401, Attention: County Attorney or to such other address as any party hereto shall designate by like notice given to the other parties hereto. Notices, consents, approvals, waivers and elections given by mail shall be deemed to have been given on the calendar day of deposit in the mail as aforesaid and shall be deemed to have been received on the second calendar day after the day of deposit in the mail as aforesaid.

14. ENTIRE AGREEMENT

This Agreement integrates and supersedes all other agreements and understandings of every character of the Parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the Parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent right or obligations.

15. SINGULAR/PLURAL-MASCULINE/FEMININE

Words used herein in the singular shall include the plural and words in the masculine shall include words in the feminine or neuter gender where the text of this Agreement requires.

16. TITLES

Article headings in this Agreement are for convenience only.

17. SUCCESSION

The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns. This Agreement shall not be assigned by Purchaser.

18. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

19. INVALIDITY OF PROVISION

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

20. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

21. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed more strongly against any party regardless of who was made responsible for its preparation or drafting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and sealed and delivered
in the presence of:

SELLER:

(1) _____

By: _____

(2) _____
As to Seller

Executed the _____ day of May,
1987

ATTESTS:

John B. Dunkle, Clerk

PURCHASER:
PALM BEACH COUNTY

By: _____
Deputy Clerk

By: _____
Chair

Executed the _____ day of May,
1987

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

EXHIBIT A

LEGAL
DESCRIPTION

Oceanfront Parcel

That part of the South 122.265 feet of the North 244.52 feet of the South 867.0 feet of the North Half of Government Lot 1, Section 9, Township 47 South, Range 43 East, lying between the Atlantic Ocean and the right of way of State Road 140 (A-1-A), Highland Beach, Palm Beach County, Florida.

AND

A parcel of land in the South 6722.48 feet of the North half of Government Lot 1, in Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right of way line of State Road A-1-A with a line parallel with and 394.97 feet northerly from (measured at right angles to), the South line of the North half of said Government Lot 1; said point of intersection being the Point of Beginning and the Southwest corner of the herein described parcel of land; said point of beginning also being the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence Easterly, making an angle of deflection to the South, from said parallel line, of $12^{\circ}08'$, a distance of 223.8 feet more or less to the mean high water line of the Atlantic Ocean; thence northerly along the mean high water line of the Atlantic Ocean a distance of 298.00 feet, more or less to an intersection with the North line of the said South 622.48 feet of the North half of Government Lot 1; thence westerly along said North line of the South 622.48 feet a distance of 315.9 feet, more or less, to an intersection with the Easterly right of way line of State Road A-1-A, said point of intersection being in the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence southerly along said East right of way line and along the arc of said curve a distance of 228.12 feet more or less to the Point of Beginning.

Containing 2.80 acres, more or less.

EXHIBIT B

West Parcel

A parcel of land in the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the West right of way line of State Road A-1-A and a line parallel with and 300 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, said point of intersection being the Point of Beginning and southeast corner of the herein described parcel of land, said Point of Beginning also being in the arc of a curve concave to the East and having a radius of 28,697.90 feet; thence, northerly, along the West right of way line of State Road A-1-A and along the arc of said curve, a distance of 446.53 feet to the North line of the South 122.265 feet of the North 244.52 feet of the South 867.00 feet of the North half of Government Lot 1; thence, North 89°34'30" West 232.55 feet; thence, South 11°29'05" West 71.71 feet; thence, South 14°58'33" West 387.33 feet to a point in a line parallel with and 300.00 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, thence, South 89°34'30" East 303.72 feet to the Point of Beginning.

Containing 2.712 acres.

RESOLUTION NO. R-87-709

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE
EXECUTION OF TWO AGREEMENTS FOR THE PURCHASE
OCEANFRONT PROPERTY IN THE TOWN OF HIGHLAND BEACH.

WHEREAS, the Board of County Commissioners of Palm Beach
County recognizes that the purchase of rapidly dwindling undeveloped
beach front property in order to provide recreation for County residents
and visitors alike serves a public purpose; and

WHEREAS, the Milani Family owns approximately 5.6 acres in the
Town of Highland Beach which contains over three hundred fifty feet of
ocean frontage as well as special archeological and geological values;
and

WHEREAS, the Board of County Commissioners of Palm Beach
County on March 4, 1987 directed staff to prepare the necessary
documents to accomplish the purchase of this property at a price of
three million nine hundred thousand dollars; and

WHEREAS, the attached Agreements, which provide for the
purchase of this property by the County, have been executed on behalf of
the Seller.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the attached
Agreements are hereby approved and the Chair and Clerk are hereby
authorized to execute same on behalf of the Board of County
Commissioners.

The foregoing resolution was offered by Commissioner Wilken
who moved its adoption. The motion was seconded by Commissioner Marcus
and upon being put to a vote, the vote was as follows:

FILED THIS.....	12th	DAY OF	CAROL A. ROBERTS	AYE
	May	1987	KEN ADAMS	NAY
AND RECORDED IN			KAREN T. MARCUS	AYE
MINUTE BOOK NO.			CAROL ELMQUIST	AYE
			DOROTHY H. WILKEN	AYE

PAGE RECORD VERIFIED
JOHN B. DUNKLE, Clerk, upon declared the resolution duly passed and
by Jana M. Fiddings, D.C. adopted this 12th day of May, 1987. BOOK 0625 PAGE 362

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

John B. Dunkle, Clerk

By _____
County Attorney

By Jana M. Fiddings
Deputy Clerk

AGREEMENT

THIS AGREEMENT is made and dated as of May 12, 1987 by and between Lucia Milani as Successor Trustee of the Milani Family Irrevocable Trust (hereinafter referred to as "Seller"), and PALM BEACH COUNTY, a body corporate and politic created and existing under the laws of the State of Florida (hereinafter referred to as "Purchaser").

WITNESSETH:

In consideration of the mutual promises herein after set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. PURCHASE AND SALE

The Seller agrees to sell and convey and the Purchaser agrees to purchase all of that certain tract and parcel of land located in the Town of Highland Beach, Palm Beach County, Florida, a description of which is attached hereto as Exhibit "A" (hereinafter described as the "Premises").

2. PURCHASE PRICE

The total purchase price ("Total Purchase Price") which Purchaser agrees to pay and Seller agrees to accept for the Premises is the sum of \$2,110,000.00 (two million, one hundred ten thousand dollars) subject to the adjustments herein provided, and credit for any payment made pursuant to Section 4 of this Agreement, by County warrant.

3. DATE OF AGREEMENT

For the purposes hereof, the date of this Agreement shall be May , 1987.

4. DEPOSIT

Within ten (10) days after execution of this Agreement, the Purchaser will pay \$10,000.00 as a deposit to the Seller. Said deposit shall be made payable to the trust account of Seller's agent, Dennis P. Koehler, P.A., and shall be credited to the Purchaser at closing. In the event that this transaction is not closed for any reason other than a default by Purchaser under Section 10, the deposit shall be returned to Purchaser.

5. SURVEY

Seller shall, in its sole cost and expense, provide, at least ten (10) days prior to closing, a survey of the Premises certified to Purchaser and Title Insurance Company referred to hereinbelow, in accordance with Section 627.7842, F.S. If the survey shows any encroachments or title objections Purchaser shall give written notice to Seller of the encroachments or title objections within ten (10) days after the later (a) the receipt of the Title Commitment (as hereinafter defined) by Purchaser; or (b) the receipt of the survey by Purchaser. The Seller will convey its interest in the Premises in accordance with the approved survey. In the event of any difference between the survey and the description contained in Exhibit A, the Seller will execute and deliver such other deeds as required by Section 7B.

BOOK 0625 PAGE 363

TITLE/TITLE INSURANCE

R 87 709

Seller shall at its sole cost and expense, furnish Purchaser, within ten (10) days after execution of this Agreement, a standard form Commitment For Title Insurance (the "Title Commitment") from a reputable title insurance company acceptable to Seller and Purchaser (herein referred to as the "Title Insurance Company") qualified to do business in the State of Florida. If the Title Commitment contains exceptions unacceptable to Purchaser, Purchaser shall have ten (10) days after receipt of the Title Commitment to give written notice to Seller of any such exceptions which are unacceptable to Purchaser. If notice of

unacceptability is given under this Section or a notice under Section 5 hereof is given, Seller shall have ten (10) days to notify Purchaser of which, if any, of the unacceptable title exceptions and items set forth in such notices, Seller has elected to cure. At closing, the Title Insurance Company shall issue an Owner's Title Insurance Policy insuring fee simple title to the Premises subject to any exceptions approved by Purchaser, on the standard ALTA-B owners policy form used in the State of Florida by the Title Insurance Company.

7. CLOSING

The Seller will deliver possession of the Premises to the COUNTY at closing. The following are additional details of closing:

A. Time and Place. The closing will be on or before June 12, 1987 at the Palm Beach County Attorney's Office, 301 North Olive Avenue, Room 601, West Palm Beach, Florida, 33401 at 10:00 A.M.

B. Conveyance. At closing Seller will deliver to the COUNTY a fully executed general warranty deed conveying good and marketable fee simple title, free and clear of all liens, leases, tenancies, encumbrances and exceptions of record, and of those of which Seller has actual notice which are not recorded. The conveyance will include without limitation, all timber rights, water and sewer rights, mineral and oil/gas rights; all Seller's interest in streams, canals, ditches, and other water bodies; and all Seller's interest in alleys, roads, streets, and easements included within the Premises, or providing access to the Premises. In the event the property is conveyed with a legal description different than that contained in Exhibit A, the Seller, at the request of the COUNTY and in addition to the warranty deed described in this paragraph, shall execute and deliver to the COUNTY a quit-claim deed containing the Exhibit A description, or an appropriate description appearing in Seller's chain of title as designated by the COUNTY.

C. Expenses. Seller will be responsible for preparation of all closing documents, including without limitation deed and closing statements, and will submit copies of such documents to the COUNTY for review at least ten (10) days prior to closing. Seller will pay the documentary stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed.

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9. BROKERS.

Seller shall be responsible to pay any commissions contracted for by Seller resulting from this transaction. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except Chelsea Real Estate of the Palm Beaches, Inc. Seller shall indemnify and hold the County harmless from any and all such claims, whether disclosed or undisclosed.

10. DEFAULT

BOOK 0625 PAGE 364

In the event that Purchaser shall refuse to close or fail to perform its obligations hereunder, Seller shall have the option to terminate this Agreement (with retention of any monies paid by Purchaser under Section 4 hereof). If Seller shall refuse to close or fail to perform its obligations under this Agreement, Purchaser shall have the right to either: (i) terminate this Agreement and obtain the refund of any monies paid under Section 4 hereof, or (ii) to seek specific performance hereof.

R 87 709

11. INTENT OF PARTIES

At such time as a County park facility is opened on the Premises, it is the intent of the Parties to name such facility in memory of Mr. Cam D. Milani. And if such facility is ever transferred to another governmental entity, the park shall remain named in memory of Mr. Milani. In the event that the COUNTY ceases using the Premises for County purposes and offers the Premises for sale, then the COUNTY shall grant to the Seller a Right of First Refusal to repurchase the Premises at the same price and on the same terms as agreed to by the prospective purchaser and the County.

12. SIMULTANEOUS CLOSING

As a condition precedent to closing title under this Agreement, the COUNTY shall simultaneously enter into an Agreement of even date in which Milani and Milani Holdings Ltd., a Canadian Ltd. Corp., is Seller and the COUNTY is Purchaser of a parcel of land described on "Exhibit B", which is attached hereto, and the COUNTY and the Sellers of the land described on Exhibits A and B shall simultaneously close title to both parcels of real property. Any attempt to do otherwise shall be unavailing.

13. NOTICES

All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person and receipted for or mailed, full postage prepaid by certified mail, return-receipt requested, addressed (a) to Seller, at Dennis P. Koehler, 2000 Palm Beach Lakes Blvd., Suite 800, West Palm Beach, Florida 33409 and (b) to Purchaser, at 301 N. Olive Avenue, Suite 601, West Palm Beach, Florida 33401, Attention: County Attorney or to such other address as any party hereto shall designate by like notice given to the other parties hereto. Notices, consents, approvals, waivers and elections given by mail shall be deemed to have been given on the calendar day of deposit in the mail as aforesaid and shall be deemed to have been received on the second calendar day after the day of deposit in the mail as aforesaid.

14. ENTIRE AGREEMENT

This Agreement integrates and supersedes all other agreements and understandings of every character of the Parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the Parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent right or obligations.

15. SINGULAR/PLURAL-MASCULINE/FEMININE

Words used herein in the singular shall include the plural and words in the masculine shall include words in the feminine or neuter gender where the text of this Agreement requires.

16. TITLES

BOOK 0625 PAGE 365

Article headings in this Agreement are for convenience only.

17. SUCCESSION

R 87 709

The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns. This Agreement shall not be assigned by Purchaser.

18. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

19. INVALIDITY OF PROVISION

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

20. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

21. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed more strongly against any party regardless of who was made responsible for its preparation or drafting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and sealed and delivered
in the presence of:

SELLER:

(1) _____

By: _____

(2) _____
As to Seller

Executed the _____ day of May,
1987

ATTESTS:

John B. Dunkle, Clerk
BOARD OF COUNTY COMMISSIONERS

By: John B. Dunkle
Deputy Clerk

PURCHASER:
PALM BEACH COUNTY, BOARD OF COUNTY
COMMISSIONERS

By: _____
Chair

Executed the 12th day of May,
1987

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BOOK 0625 PAGE 366

By: _____
County Attorney

R 87 709

EXHIBIT A

LEGAL
DESCRIPTION

Oceanfront Parcel

That part of the South 122.265 feet of the North 244.52 feet of the South 867.0 feet of the North Half of Government Lot 1, Section 9, Township 47 South, Range 43 East, lying between the Atlantic Ocean and the right of way of State Road 140 (A-1-A), Highland Beach, Palm Beach County, Florida.

AND

A parcel of land in the South 6722.48 feet of the North half of Government Lot 1, in Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right of way line of State Road A-1-A with a line parallel with and 394.97 feet northerly from (measured at right angles to), the South line of the North half of said Government Lot 1; said point of intersection being the Point of Beginning and the Southwest corner of the herein described parcel of land; said point of beginning also being the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence Easterly, making an angle of deflection to the South, from said parallel line, of $12^{\circ}08'$, a distance of 223.8 feet more or less to the mean high water line of the Atlantic Ocean; thence northerly along the mean high water line of the Atlantic Ocean a distance of 298.00 feet, more or less to an intersection with the North line of the said South 6722.48 feet of the North half of Government Lot 1; thence westerly along said North line of the South 6722.48 feet a distance of 315.9 feet, more or less, to an intersection with the Easterly right of way line of State Road A-1-A, said point of intersection being in the arc of a curve concave to the East and having a radius of 28,597.90 feet; thence southerly along said East right of way line and along the arc of said curve a distance of 226.12 feet more or less to the Point of Beginning.

Containing 2.80 acres, more or less.

EXHIBIT A

LEGAL
DESCRIPTION

Oceanfront Parcel

That part of the South 122.265 feet of the North 244.52 feet of the South 867.0 feet of the North Half of Government Lot 1, Section 9, Township 47 South, Range 43 East, lying between the Atlantic Ocean and the right of way of State Road 140 (A-1-A), Highland Beach, Palm Beach County, Florida.

AND

A parcel of land in the South 5722.48 feet of the North half of Government Lot 1, in Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right of way line of State Road A-1-A with a line parallel with and 394.97 feet northerly from (measured at right angles to), the South line of the North half of said Government Lot 1: said point of intersection being the Point of Beginning and the Southwest corner of the herein described parcel of land: said point of beginning also being the arc of a curve concave to the East and having a radius of 28,597.90 feet: thence Easterly, making an angle of deflection to the South, from said parallel line, of $12^{\circ}08'$, a distance of 223.8 feet more or less to the mean high water line of the Atlantic Ocean: thence northerly along the mean high water line of the Atlantic Ocean a distance of 298.00 feet, more or less to an intersection with the North line of the said South 5722.48 feet of the North half of Government Lot 1: thence westerly along said North line of the South 5722.48 feet a distance of 315.9 feet, more or less, to an intersection with the Easterly right of way line of State Road A-1-A, said point of intersection being in the arc of a curve concave to the East and having a radius of 28,597.90 feet: thence southerly along said East right of way line and along the arc of said curve a distance of 228.12 feet more or less to the Point of Beginning.

Containing 2.80 acres, more or less.

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EXHIBIT B

West Parcel

A parcel of land in the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the West right of way line of State Road A-1-A and a line parallel with and 300 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, said point of intersection being the Point of Beginning and southeast corner of the herein described parcel of land, said Point of Beginning also being in the arc of a curve concave to the East and having a radius of 28,697.90 feet; thence, northerly, along the West right of way line of State Road A-1-A and along the arc of said curve, a distance of 446.53 feet to the North line of the South 122.265 feet of the North 244.52 feet of the South 867.00 feet of the North half of Government Lot 1; thence, North 89°34'30" West 232.55 feet; thence, South 11°29'05" West 71.71 feet; thence, South 14°58'33" West 387.33 feet to a point in a line parallel with and 300.00 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, thence, South 89°34'30" East 303.72 feet to the Point of Beginning.

Containing 2.712 acres.

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