



Agenda Item # __R - 5__

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH AMG BUSINESS ENTERPRISES LLC FOR THE PURCHASE OF THE WEST HALF OF THE 0.4882± ACRE PARCEL (WEST PARCEL) OF VILLAGE-OWNED PROPERTY LOCATED AT 6846 SEMINOLE PALMS DRIVE.

Issue:

AMG Business Enterprises LLC (Paint Lux, LLC) previously requested to purchase the west half of the parcel of land located at 6846 Seminole Palms Drive with Parcel Control Number 72-41-43-35-00-000-7350 (“West Parcel”) from the Village (see Attachment A). The West Parcel is currently zoned Public Ownership (PO).

On April 21, 2022, the Village Council directed Staff to negotiate a contract with AMG Business Enterprises LLC (Paint Lux, LLC) for the sale of the West Parcel.

AMG Business Enterprises LLC (Paint Lux, LLC) has agreed to the following terms:

1. AMG Business Enterprises LLC (Paint Lux, LLC) will purchase the West Parcel for \$202,500.00;
2. Buyer will place a \$50,000.00 deposit in escrow within seven (7) business days after a 60-day due diligence period;
3. The West Parcel will be developed as an “Automobile and/or water craft repair and/or service” facility, as that term is defined in Section 26-22 of Village Code. Buyer acknowledges that in order to develop the Intended Use on the this Parcel, Buyer shall be required to obtain development approvals from the Village, which include: (1) a Comprehensive Plan Amendment to change the Future Land Use Designation from current Open Space (“OS”) to Industrial (“IND”); (2) a Rezoning to change the Zoning Designation from current Public Ownership (“PO”) to Industrial General (“IG”); (3) a Special Exception approval for a “Automobile and/or water craft repair and/or service”; (4) a Site Plan Modification approval; (5) Architectural and Aesthetic approval; and (6) building permit (“Approvals”). The West Parcel will be sold with a reverter clause that provides if AMG Business Enterprises LLC (Paint Lux, LLC) fails to obtain the Approvals within eighteen (18) months after closing, or within any extension period granted by the Village

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Council, then the West Parcel reverts back to the Village for a purchase price of \$202,500.00. Should AMG Business Enterprises LLC (Paint Lux, LLC) obtain an approved site plan and building permit for expanded automotive and/or water craft repair and/or service facility on the West Parcel, the reverter clause shall automatically expire;

4. Closing on the West Parcel shall occur within three (3) months after entering into a contract/purchase agreement with the Village and AMG Business Enterprises LLC (Paint Lux, LLC) shall obtain all Approvals required by contract and to make the parcels recognized for development within eighteen (18) months thereafter, unless otherwise extended by Village Council;
5. Closing on the West Parcel shall occur simultaneously with the purchase of the East Parcel by Artemis Investments, LLC;
6. AMG Business Enterprises LLC (Paint Lux, LLC) has agreed to pay all documentary (doc) stamp taxes and recording fees for the deed; and
7. AMG Business Enterprises LLC (Paint Lux, LLC) understands and agrees that the Village Code requires the portions of the lot to be conveyed to be incorporated into the existing development and must be site planned accordingly, with the required Comprehensive Plan Amendments and Rezoning to occur prior to site plan approval. AMG Business Enterprises LLC (Paint Lux, LLC) expressly agrees that there shall be no use of the West Parcel until after such time as the parcel is recognized for development with an approved site plan.

Per Village Code Section 2-3(a), prior to the disposing of any Village-owned real property, the Village Council shall first consider and take action at a Village Council meeting by voting either in favor or against any such proposal. The Code also requires Village Council have a supermajority vote of approval if the sale price is less than the appraised value.

At its regular meeting on December 16, 2021, the Village Council voted 5-0 in favor of the proposed conveyance, after which two (2) appraisals were obtained: 1) Anderson & Carr appraised the real property at a market value of \$360,000.00 and 2) Callaway & Price appraised the real property at a market value of \$450,000.00. The average market value of the two appraisals is \$405,000.00.

Staff is requesting that the Village Council authorize the Village Manager to sign the Agreement for the Purchase and Sale of Real Property attached as **Attachment B**.

Recommendation:

Upon Council review, Staff recommends a motion to approve the sale of the West Parcel to AMG Business Enterprises LLC (Paint Lux, LLC) for \$202,500.00, and to authorize the Village Manager to sign the Agreement for the Purchase and Sale of Real Property.

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Attachment A

DOROTHY JACKS
FLA. 024,845
 Palm Beach County Property Appraiser
 We Value What You Value [PAPA Home](#)

Search by Owner, Address or Parcel

View Property Record

Owners
 ROYAL PALM BEACH VILLAGE OF

Property Detail
 Location: 6845 SEMINOLE PALMS DR
 Municipality: ROYAL PALM BEACH
 Parcel No.: 72414335000003060
 Subdivision:
 Book: Page:
 Sale Date:
 Mailing Address: 10750 ROYAL PALM BEACH BLVD
 ROYAL PALM BEACH FL 33411 1605
 Use Type: 8200 - FOREST/PK/REC
 Total Square Feet: 460

No Sales Information Available

Appraisals

Tax Year	2021
Improvement Value	\$169,610
Land Value	\$1,284,357
Total Market Value	\$1,453,967

All values are as of January 1st each year

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Attachment B

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AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“**Agreement**”) is made as of the Effective Date, as defined in Section 1.02 below, by **THE VILLAGE OF ROYAL PALM BEACH**, a political subdivision of the State of Florida (“**Seller**”), and **AMG BUSINESS ENTERPRISES LLC**, a Florida limited liability company, or its permitted assign under Section 13.03 below.

R E C I T A L S:

A. Seller is the fee simple owner of approximately 0.235 acres of land located at 6846 Seminole Palms Drive in the Village of Royal Palm Beach, Florida, described on **Exhibit “A”** attached (the “**Property**”).

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE I SALE – PURCHASE

Section 1.01. Property. Seller agrees to sell and Buyer agrees to purchase the Property in accordance with the terms stated herein.

Section 1.02. Effective Date. The “**Effective Date**” of this Agreement shall be the date on which the last of Seller and Buyer has executed this Agreement and so notified the other in writing.

Section 1.03. Property Information and Buyer’s Intended Use.

Parcel Control No. 72-41-43-35-00-000-7350: Buyer acknowledges that the western 0.235 acres of the Parcel identified as Parcel Control No. 72-41-43-35-00-000-7350 (“West Parcel”) has a Village land use designation of Open Space (“OS”), and a Village zoning designation of Public Ownership (“PO”). Buyer intends to incorporate West Parcel into its existing “Automobile and/or water craft repair and/or service” facility, as that term is defined in Section 26-22 of Village Code, located at 500 Royal Plaza Road, Suite D (the “Intended Use”). Seller agrees to sell West Parcel to Buyer for the Intended Use. Buyer acknowledges that in order to develop the Intended Use on this Parcel, Buyer shall be required to obtain development approvals from the Village, which include: (1) a Comprehensive Plan Amendment to change the Future Land Use Designation from current Open Space (“OS”) to Industrial (“IND”); (2) a Rezoning to change the Zoning Designation from current Public Ownership (“PO”) to Industrial General (“IG”); (3) a Special Exception approval for a “Automobile and/or water craft repair and/or service”; (4) a Site Plan Modification approval; (5) Architectural and Aesthetic approval, and (6) building permit (collectively, the “Approvals”).

Seller makes no further warranties, other than what are stated in this Agreement, regarding West Parcel and provides that the West Parcel is to be taken by Buyer "As Is" and subject to all existing ordinances adopted by the Village of Royal Palm Beach, and the laws of any other governing body having jurisdiction over such Parcel.

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01. Purchase Price. The "**Purchase Price**" for the Property shall be TWO HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$202,500.00).

Section 2.02. Terms of Payment. The Purchase Price shall be payable in the following manner:

(A) Buyer shall deposit the sum of FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00) (the "**Deposit**") with ARC TITLE LLC (the "**Escrow Agent**"), within seven (7) business days after Buyer's issuance of its Notice to Proceed, as defined in Section 4.03 below. The Deposit shall be remitted to Escrow Agent by wire transfer of immediately available U.S. funds. The Deposit shall be held by Escrow Agent in an interest-bearing money-market account without penalty for early withdrawal, provided that Buyer completes and executes an Internal Revenue Service Form W-9 in connection with delivering the Deposit. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties hereto. All interest earned on the Deposit shall in all instances be paid to Buyer, except if Buyer defaults in its obligations hereunder pursuant to Section 13.01 hereof, in which event all interest earned on the Deposit shall be paid to Seller. Buyer shall receive a credit against the Purchase Price at Closing in the amount of the Deposit.

(B) At Closing, Buyer shall pay the balance of the Purchase Price to Seller, subject to the terms, conditions, credits, pro-rations, and adjustments stated in this Agreement, by wire transfer of immediately available U.S. funds made available to Escrow Agent at or prior to Closing.

ARTICLE III TITLE AND SURVEY

Section 3.01. As Is Condition. Seller will convey the Property to Buyer in an "As Is" Condition.

Section 3.02. Evidence of Title. Within forty-five (45) days following the Effective Date of the Agreement, Buyer shall obtain, at Buyer's sole cost and expense, a title insurance commitment in form and content reasonably acceptable to Buyer, and copies of all documents referenced therein (collectively, the "**Commitment**"). At Closing, Seller shall provide to Buyer any and all documents necessary to satisfy all requirements (including those relating to the release of any and all mortgages and monetary liens encumbering the Property) set forth in the Commitment for the issuance of the owner's title insurance policy (the "**Title Policy**") to Buyer and such requirements necessary to delete the standard exceptions from the Title Policy.

Section 3.03. Survey. The Parties acknowledge the legal description for the West Parcel Deed described in Section 8.05 below and for development application purposes (the “**Survey**”) has been prepared by Langan Engineering and Environmental Services, Inc., dated May 18, 2022, and all parties have received a copy of the same.

Section 3.04. Objections to Title or Survey. If the Commitment or Survey or any other item relating to title reviewed by Buyer contains exceptions to title which are not acceptable to Buyer in Buyer’s sole and absolute discretion, then Buyer shall notify Seller of any and all objections to same in writing within seven (7) business days after Buyer has received both the Survey and Commitment. Any such objection by Buyer shall be deemed a “**Title Defect**,” whether shown in the Survey or disclosed in the Commitment. Such notice is referred to herein as the “**Notice of Title Defect**.” Seller shall provide notice to Buyer within five (5) business days of receipt of the Notice of Title Defect which, if any, of the Title Defects Seller intends to cure prior to Closing. If Seller does not provide written notice to Buyer within five (5) business days from receipt of Buyer’s Notice of Title Defect that it intends to cure all Title Defects, then Buyer may terminate this Agreement. Seller shall cure any Title Defect that is a recorded lien or mortgage on the Property which is capable of being cured by the payment of money, but shall not be obligated to cure any other Title Defect. Buyer shall also have the right to object at any time to any Title Defect placed of record subsequent to the effective date of the Commitment, whether by virtue of an update to the Commitment or as indicated on an updated Survey or otherwise. Seller shall have the obligation to cure such subsequent Title Defects. If Seller shall fail or decline to cure any Title Defects prior to Closing, then, at the option of Buyer, Buyer may (i) terminate this Agreement and receive a prompt refund of the Deposit, or (ii) proceed to Closing without satisfaction of Buyer’s objection(s).

Seller agrees that the Buyer, or its successors and assigns, shall not be required to develop West Parcel for Automobile and/or water craft repair and/or services immediately after Closing and may continue to maintain West Parcel in its current state until such development occurs, subject to the timeframes set forth in Section 7.01. However, Buyer, or its successors and assigns, shall be required to maintain West Parcel in accordance with the Village’s Code of Ordinances including the Village’s minimum property maintenance standards. Additionally, Buyer, or its successors and assigns, expressly agrees that there shall be no use of the West Parcel until after such time as the parcel is recognized for development with all Approvals set forth in Section 1.03.

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01. Right of Entry. The “**Investigation Period**” under this Agreement shall be a period commencing on the Effective Date and ending on the sixtieth (60th) day after the Effective Date. Buyer, and all of Buyer’s agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right, with reasonable prior notice to Seller, to enter on any portion of the Property, for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the “**Inspections**”). Seller shall cooperate with Buyer in conjunction with Buyer’s Inspections, including providing access at all reasonable times prior to Closing. Seller shall cooperate in regard to Buyer’s efforts to obtain all

appropriate or relevant information concerning the Property. Provided Buyer has not terminated this Agreement or defaulted hereunder, this right of entry, as well as all rights provided to Buyer in this Section 4.01, shall continue unabated through Closing. All of Buyer's Inspections shall be at Buyer's sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller's interest in the Property. Buyer shall remove or bond any lien of any type which attaches to the Property as a result of any Buyer's Inspections. Upon completion of any Inspection, Buyer shall restore any damage to the Property caused by such Inspection. Buyer hereby indemnifies and holds Seller and its officers, employees, agents, members, guests and other invitees harmless from all injury, damage, penalties, loss, cost or expense, including, but not limited to, reasonable attorneys' fees and court costs through all levels of proceedings resulting from Buyer's Inspections. The indemnity obligations of this Section shall survive Closing or earlier termination of this Agreement for a period of one (1) year and do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller's agents or consultants, (b) any diminution in value of the Property arising from or relating to matters discovered by Buyer during its Inspections, or (c) any latent defects in the Property discovered by Buyer.

Section 4.02. Property Documents. Within five (5) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or has under its control, if any, and Seller shall continue to furnish to Buyer within five (5) business days following Seller's receipt of same, all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all plans, plats, surveys, prior title policies, zoning and land use information, contracts, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, landscape plans, site plans and all other governmental and quasi-governmental applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section 4.02 shall collectively be referred to as the "**Property Documents.**"

Section 4.03. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to elect to proceed under this Agreement, Buyer must deliver written notice to Seller, reflecting Buyer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to Seller not later than the day the Investigation Period expires. If Buyer does not give a Notice to Proceed, then this Agreement will be terminated in all respects, the Deposit shall be refunded to Buyer if already provided, and neither Buyer nor Seller will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement. If Buyer provides a Notice to Proceed, then the Deposit shall become non-refundable to Buyer, except as stated in this Agreement.

ARTICLE V SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents and warrants to Buyer, as true and correct, that:

Section 5.01. Violations, Litigation and Adverse Information. Seller has not received any notice of nor does Seller have knowledge of: (a) violation of any law, statute,

ordinance, order, regulation, rule, restriction or requirement of any governmental entity pertaining to or affecting any portion of the Property; or (b) suit or proceeding pending or threatened affecting Seller or any portion of the Property in any court or before any governmental entity. 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.

Section 5.02. Ownership and Parties in Possession. Seller owns marketable fee simple title to the Property. There are no parties in possession of any portion of the Property whether as lessees, tenants-at-sufferance, trespassers or otherwise, other than Seller. No other "person," as such term is defined in Section 1.01(3), Florida Statutes, has any right, claim or interest in the Property or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise. Seller will convey to Buyer at Closing, marketable fee simple title to the Property, free and clear of any liens, mortgages, pledges, security interests, options, rights, leases, charges, claims, encumbrances or restrictions of any kind whatsoever, other than exceptions to title acceptable to Buyer in accordance with Section 3.04 hereof.

Section 5.03. Prior Application or Commitments. There are no applications or commitments to any governmental entity or utility which would affect the Property which have not been disclosed in writing to Buyer in this Contract.

Section 5.04. No Liens. No work has been performed or is in progress upon, and no materials have been furnished to, the Property or any part thereof, which might give rise to any mechanic's, materialmen's, or other liens against the Property. There are no special assessments, pending or certified, which may now or hereafter become an obligation of Buyer, monetary or otherwise.

Section 5.05. Foreign Investment in Real Property Tax Act. Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same.

Section 5.06. Good Standing and Authority of Seller. Seller is a political subdivision of the State of Florida, and the person executing this Agreement on behalf of Seller has the lawful right, power, authority and capacity to bind Seller to the terms hereof and to consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement.

Section 5.07. Title to Property. Seller will not cause, permit or suffer any act to be performed or not performed, the result of which will cause any lien, encumbrance or cloud upon Seller's title to the Property such that Seller shall be unable to convey title to the Property to Buyer in accordance with this Agreement. From and after the Effective Date, Seller shall take no action to encumber the Property or otherwise affect title to the Property, without the prior written consent of Buyer.

Section 5.08. Changes to Documents and Condition of the Property. Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date and shall not terminate, modify, amend or waive any provision of any lease, contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance

with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, without the prior written consent of Buyer. Buyer shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

Section 5.09. Environmental Condition. Seller has not and, subsequent to the Effective Date, shall not and will not permit any other party to use any Hazardous Substances on the Property. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is not any: (a) presence of any "Hazardous Substance" (defined below) above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (c) failure by Seller or any former owner of the Property to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property. As used herein, the term "**Hazardous Substance**" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time. In the event any Hazardous Substances are discovered on the Property after the Investigation Period has expired and Closing has not yet occurred, then notwithstanding any provision of this Agreement to the contrary, Buyer may terminate this Agreement in accordance with Section 8.02 below by delivering written notice to Seller, the Deposit shall be refunded to Buyer, and neither Buyer nor Seller will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement.

Section 5.10. Contracts. There are no unrecorded management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or agreements with municipalities or other parties (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Buyer after Closing in any manner whatsoever.

Section 5.11. Anti-Terrorism Laws. Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "**Patriot Act**"), and the regulations of the Office of Foreign Assets Control, and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 5.12. Public Bidding. In accordance with Section 2-3 of the Village Code of Ordinances, Seller possesses the authority to enter into this Agreement and sell the Property to Buyer pursuant to the terms hereof, specifically including the amount of the Purchase Price without any public bidding process.

Should Seller breach any of the foregoing representations and/or warranties, Buyer may, at its option, proceed with any of those remedies available to Buyer under Section 12.02 hereof.

**ARTICLE VI
BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through Closing, that Buyer is a Florida limited liability company (subject to assignment to a permitted assign pursuant to Section 13.03 below), and the person executing this Agreement on behalf of Buyer has the lawful right, power, authority and capacity to bind Buyer to the terms hereof and to consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement. All representations and warranties by Buyer in this Agreement are true and correct as of the Effective Date hereof and as of Closing. Should Buyer breach any of the foregoing representations and warranties, Seller may, at its option, proceed with any of those remedies available to Seller under Section 12.01 hereof.

**ARTICLE VII
APPROVALS**

Section 7.01. Approval Process.

(A) After Buyer's issuance of the Notice to Proceed, Buyer shall initiate and diligently pursue the process of obtaining the Approvals for the Intended Use of the Property as provided in Section 1.03 above beyond all applicable appeal periods (collectively, the "**Approvals**") in order for Closing on the Property to occur within three (3) months of the Effective Date of this Agreement and simultaneously with the Closing of East Parcel to Artemis Investments LLC. Buyer shall obtain the Approvals for the Intended Use of the Property within eighteen (18) months of Closing. Seller shall have no claim against Buyer if Buyer is unable to obtain the Approvals. The Approvals shall not include any variances, landscape waivers, or final engineering design and permitting approvals. Buyer acknowledges and agrees that although final engineering design and permitting approvals are not considered a condition precedent to Closing, such items must be obtained by Buyer prior to the issuance of a building permit. Buyer may, at its sole option and risk, initiate and pursue the process of obtaining the Approvals for the Intended Use of the Property prior to Buyer's issuance of the Notice to Proceed.

(B) Buyer shall pay all costs and expenses associated with obtaining the Approvals.

Section 7.02. Cooperation. Seller shall cooperate with Buyer in its efforts to obtain the Approvals, including executing, within five (5) business days after Buyer's written request, any and all documents which are required to be executed by Seller in its capacity as the owner of the Property.

ARTICLE VIII CLOSING

Section 8.01. Closing. The purchase and sale of the Property (the “Closing”) shall occur within three (3) months of the Effective Date of this Agreement (the “Closing Date”) which shall occur simultaneously with the Closing of East Parcel to Artemis Investments LLC.

Section 8.02. Condition Precedent to Closing. Buyer’s obligation to close is conditioned on (a) Seller having performed all covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing; (b) Seller’s representations and warranties identified in this Agreement having been true and correct; and (c) the condition of the Property having not changed prior to Closing. If these conditions are not satisfied on or before the Closing Date, then Buyer, at its option, may elect (i) to proceed to Closing under this Agreement, or (ii) to terminate this Agreement, in which event the Deposit shall be promptly refunded to Buyer, and neither Buyer nor Seller will have any further rights or obligations hereunder, except for obligations that expressly survive termination of this Agreement as provided herein.

Section 8.03. Place of Closing. The Closing shall commence at 10:00 a.m. on the Closing Date at Village Hall located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, or at some other mutually agreeable location, or may be accomplished upon mutual agreement of the parties via wire transfer of funds and electronic mail of executed closing documents, to be followed by original documents.

Section 8.04. Expenses of Closing and Pro-rations.

(A) **Property Taxes.** At Closing, all ad valorem and non-ad valorem real property taxes for the year of Closing, if any are due and owing, will be prorated as of the Closing Date, based upon the maximum discount for early payment. If the tax bill for the current year has not yet been issued, tax pro-rations will be based upon the prior year’s bill using the millage rate then used in the County, subject to re-proration at the request of either party when the current year’s bill is issued.

(B) **Documentary Stamp Taxes and Recording Fees.** Buyer shall pay for state documentary stamp taxes and surtaxes, if any, to be attached to the West Parcel Deed, as defined in Section 8.05 below, and for the cost of recording the West Parcel Deed.

(C) **Title Policy and Survey.** Buyer shall pay for the cost of the Commitment and Title Policy. Seller shall pay any costs required to cure Title Defects in accordance with Section 3.04 of this Agreement. Buyer shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the Title Policy. Buyer shall pay for the cost of the Survey of West Parcel.

(D) **Governmental Liens and Assessments.** Prior to Closing, Seller shall satisfy and pay all outstanding certified governmental and municipal improvement liens and special assessments.

(E) **Other Closing Costs.** Buyer shall pay for any and all other Closing costs including, but not limited to, Escrow Agent fees.

(F) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 8.05. Documents for Closing. Buyer and Seller shall be jointly responsible for preparation of all Closing documents. Drafts of Closing documents shall be submitted to each party no less than ten (10) days prior to Closing. Prior to or at the time of Closing, the parties will execute and provide any and all documents necessary to effectuate the terms, conditions and intent of this Agreement. At Closing, Seller shall execute and deliver each of the following documents in a form and content reasonably acceptable to Buyer:

(A) A special warranty deed (the "**West Parcel Deed**"), conveying to Buyer marketable and insurable fee simple title to West Parcel, subject to:

(1) The exceptions to title as permitted by Section 3.04 of this Agreement;

(2) A reverter clause providing that in the event Buyer fails to obtain the Approvals set forth in Section 1.03 and pay all building permit fees and impact fees due and owing for incorporation of West Parcel into its existing "Automobile and/or water craft repair and/or service" facility, as that term is defined in Section 26-22 of Village Code, located at 500 Royal Plaza Road, Suite D, within eighteen (18) months from the date of Closing or within any extension period granted by the Village Council, then Seller retains the right, at Seller's option, to repurchase West Parcel and Buyer agrees to re-convey West Parcel to Seller for the purchase price of Two Hundred Two Thousand Five Hundred Dollars (\$202,500.00) within thirty (30) days from the date that Seller sends Buyer written notice of its intention to proceed with re-conveyance. The reverter clause further shall state that once Buyer obtains the Approvals set forth in Section 1.03 and pays all building permit fees and impact fees due and owing for incorporation of West Parcel into its existing "Automobile and/or water craft repair and/or service" facility, as that term is defined in Section 26-22 of Village Code, located at 500 Royal Plaza Road, Suite D, and Buyer obtains a building permit for construction of such development, then the reverter clause shall automatically expire; and

(B) An Affidavit attesting to the absence of any liens, parties in possession, or other claims, which is also sufficient to insure the gap;

(C) A Closing Statement in a form reasonably acceptable to Buyer and Seller;

(D) Any other documents reasonably required by Buyer.

At Closing, Buyer shall execute and deliver to Seller a Closing Statement in a form reasonably acceptable to Buyer and Seller and any other documents reasonably requested by Seller.

The parties shall execute any other documents, following Closing, as reasonably necessary to effectuate the intent of all terms and conditions set forth in this Agreement.

**ARTICLE VIII
REAL ESTATE BROKERS**

The parties each represent to the other that there are no real estate brokers, salespeople, finders or consultants, who are or were involved in the negotiation and/or consummation of this transaction. Each party agrees to indemnify, defend, and save the other party harmless from the claims and demands of any real estate broker, salesperson, finder or consultant claiming to have worked for Buyer or Seller, respectively. Such indemnity shall include, without limitation, the payment of all costs, expenses, and reasonable 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.

**ARTICLE IX
ESCROW**

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, including any monies, or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Buyer directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties shall promptly execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in the registry of the court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

**ARTICLE X
NOTICE**

Section 10.01. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described on the same day that such electronic mail notice is sent. All notices shall be addressed to the party being

noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

SELLER: VILLAGE OF ROYAL PALM BEACH
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411
Telephone No.: (561) 790-5103
Attn: Raymond Liggins, Village Manager
E-Mail: rliggins@RoyalPalmBeach.com
cwax@RoyalPalmBeach.com

Copy To: DAVIS & ASSOCIATES, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
Telephone No.: (561) 586-7116
Attn: Keith W. Davis, Esq.
E-Mail: keith@davislawteam.com

BUYER: AMG Business Enterprises LLC
500 Royal Plaza Road, Suite D
Royal Palm Beach, FL 33411
Attn: Angelle M. Gibson, Member
Telephone No. (561) 795-1127
E-Mail: angelle.gibson@paintluxfl.com

Copy To: APLaw, LLC
11358 Okeechobee Boulevard, Suite 2
West Palm Beach, FL 33411
Attn: Alterraon Phillips, Esq.
Telephone No. (561) 729-0123
E-Mail: al@ap-law.net
constructionlaw@yahoo.com

ESCROW AGENT: Arc Title LLC
11358 Okeechobee Blvd., Ste. 2
Royal Palm Beach, FL 33411
Attn: Roni Phillips
Telephone No. (561)-429-4264
E-Mail: vphillips@arc-title.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

Section 10.02. Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give and receive any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XI CONDEMNATION AND MORATORIUM

Section 11.01. Condemnation. If, prior to Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a "**Taking**"), Seller shall so notify Buyer in writing, and Buyer shall have the option to either (a) terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice, or (b) proceed with the Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for such Taking, as well as any of the terms related thereto. If this Agreement is terminated as aforesaid, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations to the other hereunder (except for any matters which expressly survive termination of this Agreement). If Buyer has not elected to terminate this Agreement as aforesaid, Seller shall assign to Buyer at Closing all sums which are to be awarded to Seller for the Taking, and shall pay to Buyer any sums received by Seller prior to Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for such Taking by eminent domain. The Closing Date shall be extended for a period of time equal to the amount of time required by Buyer to provide Seller with notice of termination of this Agreement in accordance with the time periods set forth in this Section.

Section 11.02. Moratoria. If, at the time of Closing, there is a moratorium on building, platting, water and sewer, or other moratoria prohibiting or delaying Buyer's ownership, development or operation of the Property for its Intended Use, including, without limitation, a moratorium on the issuance of building permits or approvals, Buyer shall have the right to automatically extend the Closing for a period not to exceed sixty (60) days, at which time if a moratorium still exists for any of the foregoing items, Buyer shall have the following options: (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and the parties shall be relieved of any further obligations hereunder (except for any matters which expressly survive termination of this Agreement); or (b) waive such condition and proceed with Closing in accordance herewith. In the event Buyer chooses to proceed with Closing, the Closing shall occur within ten (10) business days of Seller's receipt of Buyer's notice as provided hereinabove.

If, after Closing, there is instituted a moratorium on building, platting, water and sewer, or other moratoria prohibiting or delaying Buyer's ability to obtain a building permit from Seller for incorporation of West Parcel into its existing "Automobile and/or water craft repair and/or service" facility, as that term is defined in Section 26-22 of Village Code, located at 500 Royal Plaza Road, Suite D, including, without limitation, a moratorium on the issuance of building permits or approvals, Buyer shall be entitled to an automatic extension of the reverter period referenced in Section 8.05(A)(2) above on a day-for-day basis until moratorium is lifted or terminated. In the event such moratorium continues for an uninterrupted period of one (1) year, then Seller's reverter period right described in Section 8.05(A)(2) above shall terminate.

ARTICLE XII DEFAULTS

Section 12.01. Buyer's Default. In the event of any default by Buyer after expiration of the cure period set forth in Section 12.03 below ("**Buyer's Default**"), including, but not limited to, the failure of Buyer to close this transaction, except due to Seller's Default as defined below, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefore the parties agree that in the event there is a Buyer's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy, and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations which expressly survive termination of this Agreement as provided herein.

Section 12.02. Seller's Default. In the event of any default by Seller after expiration of the cure period set forth in Section 12.03 below ("**Seller's Default**"), Buyer shall be entitled: (a) to terminate this Agreement and receive a prompt refund of the Deposit and/or (b) exercise all remedies available at law or in equity, including damages and the right to seek specific performance of this Agreement. All of Buyer's rights and remedies hereunder shall be cumulative, and Buyer's exercise of any right or remedy shall not preclude Buyer's exercise of any other right or remedy.

Section 12.03. Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice. The Cure Period maybe extended by agreement of both Parties in writing in circumstances where the amount of cure time needed may exceed ten (10) days.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Palm Beach County.

Section 13.02. Amendments. No amendment to this Agreement shall bind any of the parties hereto unless and until such amendment is in writing and executed by Buyer and Seller.

Section 13.03. Assignment. All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Neither party shall assign this Agreement without the express written approval of the other party via executed amendment. Provided, however, that Buyer shall be permitted to assign its rights and/or obligations under this Agreement without consent to any entity that controls, is controlled by or is under common control with Buyer.

Section 13.04. Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or

limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. The terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms “herein,” “hereby,” “hereof,” “hereto,” “hereunder” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 13.05. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 13.06. Possession. Possession of the Property shall be delivered to Buyer at Closing.

Section 13.07. Representations. All representations and warranties set forth herein are material and of the essence to this Agreement.

Section 13.08. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 13.09. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 13.10. Time Periods. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to the next full business day. The term “business day” as used herein shall not include Saturday, Sunday and legal holidays in the State of Florida.

Section 13.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party’s counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

Section 13.12. Force Majeure. In the event that the performance by either party of any of its obligations hereunder or the satisfaction of any condition or contingency by either party is

delayed by acts of God, war, acts of public enemy, civil disorder, riot, sabotage, fire, flood, earthquake, embargoes, or similar matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.

Section 13.13. Radon Gas. In compliance with Section 404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS 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 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 13.14. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

Section 13.15. Inspector General. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as all parties doing business with the Village, their

officers, agents, employees, and lobbyists in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

Section 13.16. Seller's Indemnities. Nothing contained in this Agreement shall be deemed a waiver of Seller's Sovereign Immunity as set forth at Florida Statutes, Section 768.28.

Section 13.17. 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 of enforcement, or otherwise, to any person or entity not a party to this Agreement.

Section 13.18. Entire Agreement. Seller and Buyer agree that this Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect. To the extent of any conflict between the terms of this Agreement and the exhibits, the terms of the Agreement prevail.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

WITNESSES:

Print Name: _____

Print Name: _____

Council Approval Date: _____

SELLER:

THE VILLAGE OF ROYAL PALM BEACH

By: _____

Name: _____

Title: _____

Dated: _____, 2022

BUYER:

AMG BUSINESS ENTERPRISES LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2022

Print Name: _____

Print Name: _____

ESCROW AGENT

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

By: _____

Name: _____

Title: _____

Dated: _____, 2022

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION OF PROPERTY

6846 SEMINOLE PALMS DRIVE

LEGAL DESCRIPTION

ALL THAT PIECE AND PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE QUARTER SECTION LINE OF SAID SECTION 35, SOUTH 00°11'48" WEST A DISTANCE OF 2481.25 FEET TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 11 OF THE PARTIAL RE-PLAT OF SECTION 2 OF PALM BEACH COLONY AS DESCRIBED IN PLAT BOOK 28 PAGES 211 THROUGH 213, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG THE SOUTH LINE OF SAID PLAT, SOUTH 90°00'00" WEST A DISTANCE OF 480.50 FEET TO A POINT;

THENCE DEPARTING SOUTH LINE OF SAID PLAT SOUTH 00°00'00" EAST A DISTANCE OF 538.45 FEET TO A POINT ON THE APPARENT SOUTHERLY RIGHT OF WAY OF SEMINOLE PALMS DRIVE AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 141.97 FEET TO A POINT;

THENCE SOUTH 64°31'55" EAST A DISTANCE OF 18.76 FEET TO A POINT;

THENCE NORTH 89°56'43" EAST A DISTANCE OF 51.73 FEET TO A POINT;

THENCE NORTH 00°00'00" WEST A DISTANCE OF 149.99 FEET TO A POINT ON THE SAID APPARENT SOUTHERLY RIGHT OF WAY OF SEMINOLE PALMS DRIVE;

THENCE ALONG SAID APPARENT SOUTHERLY RIGHT OF WAY OF SEMINOLE PALMS DRIVE NORTH 90°00'00" WEST A DISTANCE OF 68.67 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL **ENCOMPASSING** AN AREA OF 10,233 SQUARE FEET OR 0.235 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION

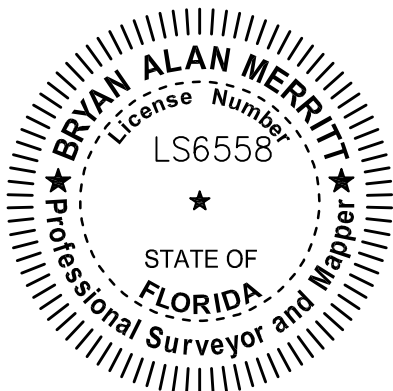
I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALSO, THIS SKETCH AND LEGAL COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Signature

Date

BRYAN A. MERRITT
LS6558

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.



THIS IS NOT A SURVEY

LANGAN
Langan Engineering and
Environmental Services, Inc.
400 N. Ashley Drive, Suite 2175
Tampa, FL 33602
T: 813.439.6100 F: 813.439.6101 www.langan.com
FL Certificate of Authorization No. 00006601/LB8172/LB8198

Project
**6846 SEMINOLE
PALMS DRIVE**
SKETCH AND LEGAL DESCRIPTION
VILLAGE ROYAL PALM BEACH
PALM BEACH COUNTY FLORIDA

Drawing Title
**LEGAL
DESCRIPTION
WEST 1/2**

Project No.
350028401
Date
5/18/2022
Drawn By
ED
Checked By
BAM

Drawing No.
VB-101
Sheet 1 of 3

6846 SEMINOLE PALMS DRIVE

**N¹/₄, S 35, T 43 SOUTH, R 41 EAST,
PALM BEACH COUNTY, FLORIDA**

P.O.C. 26

**S 90°00'00" W
(BASIS OF BEARING)
480.50'**

**S 00°11'48" W
2481.25'**

**SOUTH LINE BLOCK 11,
SECTION 2, PALM BEACH
COLONY
PB 28 PG 211**

**SOUTHEAST
CORNER BLOCK 11
PB 28 PG 211**

RIGHT-OF-WAY

**S 00°00'00" E
538.45'**

**SEMINOLE PALMS DRIVE
(60' RIGHT-OF-WAY)**

**PORTION TO BE
VACATED**

P.O.B.

RIGHT-OF-WAY

**VILLAGE OF ROYAL
PALM BEACH
PARCEL NO.
72414335000003060**

**VILLAGE OF ROYAL PALM
BEACH
PARCEL NO.
72414335000003060**

**YELLOWBIRD INTERNATIONAL
CORP.
PARCEL NO.
72414335000007120
ORB 32514 PG 777**

**REMAINING
PORTION
PARCEL NO.
72414335000007350
AREA=10,231
S.F. ±
0.235 ACRES ±**

**ARTEMIS INVESTMENTS LLC
PARCEL NO.
72414335000007410
ORB 32744 PG 1581**

**WEST 1/2
VILLAGE OF ROYAL
PALM BEACH
PARCEL NO.
72414335000007350
ORB 15803 PG 258
AREA=10,233 S.F. ±
0.235 ACRES ±**

LINE	BEARING	DISTANCE
L1	S 00°00'00" E	141.97'
L2	S 64°31'55" E	18.76'
L3	N 89°56'43" E	51.73'
L4	N 00°00'00" W	149.99'
L5	N 90°00'00" W	68.67'

**ROYAL INDUSTRIAL INT LTD PRTRNSHP LESSOR
WESTERN ACAD CHARTER SCHOOL LESSEE
PARCEL NO. 72414335140000010**



SCALE: 1 INCH = 50 FEET

THIS IS NOT A SURVEY

LANGAN

Langan Engineering and
Environmental Services, Inc.
400 N. Ashley Drive, Suite 2175
Tampa, FL 33602

T: 813.439.6100 F: 813.439.6101 www.langan.com
FL Certificate of Authorization No. 00006601/LB8172/LB8198

Project

**6846 SEMINOLE
PALMS DRIVE**

SKETCH AND LEGAL DESCRIPTION
VILLAGE ROYAL PALM BEACH

PALM BEACH COUNTY FLORIDA

Drawing Title

**SKETCH
WEST 1/2**

Project No.

350028401

Date

5/18/2022

Drawn By

ED

Checked By

BAM

Drawing No.

VB-101

Sheet 2 of 3

6846 SEMINOLE PALMS DRIVE

SURVEYOR'S NOTES

- 1. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT OF SECTION 2, PAL BEACH COLONY AS RECORDED IN THE PLAT BOOK 28, PAGES 211 THROUGH 213, INCLUSIVE THE SOUTH LINE OF BLOCK 11 OF SAID PLAT BEARS NORTH 90°00'00" WEST AS A BEARING BASE.
- 2. LINEAR UNITS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- 3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50' OR SMALLER.
- 4. NO CONDITIONS WERE ENCOUNTERED THAT PREVENTED FLORIDA ADMINISTRATIVE CODE 5J-17 FROM BEING MET.
- 5. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER USING A CRYPTOAPI PRIVATE KEY IGC DIGITAL CERTIFICATE.
- 6. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE AUTHENTICATION CODE MUST BE VERIFIED ON ALL ELECTRONIC COPIES.
- 7. ADDITIONS OR DELETIONS OF THIS MAP AND REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 8. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
- 9. THERE MAY BE ADDITIONAL RESTRICTIONS OR ENCUMBRANCES THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
- 10. NEITHER THE SKETCH NOR THE DESCRIPTION ARE VALID WITHOUT ALL SHEETS OF THIS SET.

LEGEND AND ABBREVIATIONS

S.F.	= SQUARE FEET
ORB	= OFFICIAL RECORD BOOK
PG	= PAGE
PB	= PLAT BOOK
L1	= PROPERTY LINE SEGMENT
P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
S	= SECTION
T	= TOWNSHIP
R	= RANGE
R/W	= RIGHT-OF-WAY
	= PARCEL BOUNDARY
	= COMMENCEMENT LINE
	= EXISTING PARCEL LINE
	= RIGHT-OF-WAY LINE
	= SECTION LINE
	= QUARTER CORNER

THIS IS NOT A SURVEY

LANGAN

Langan Engineering and Environmental Services, Inc.
400 N. Ashley Drive, Suite 2175
Tampa, FL 33602

T: 813.439.6100 F: 813.439.6101 www.langan.com
FL Certificate of Authorization No. 00006601/LB8172/LB8198

Project

6846 SEMINOLE PALMS DRIVE

SKETCH AND LEGAL DESCRIPTION
VILLAGE ROYAL PALM BEACH

PALM BEACH COUNTY FLORIDA

Drawing Title

NOTES WEST 1/2

Project No.

350028401

Date

5/18/2022

Drawn By

ED

Checked By

BAM

Drawing No.

VB-101

Sheet 3 of 3