

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

No Fiscal Impact H 10066 PCN 00-42-46-12-11-001-0000
 H 10067 PCN 00-42-46-16-32-001-0010
 H 10068 PCN 00-42-46-16-32-001-0030
 Fixed Asset Number _____
 A. D. Klein, Mgr., FTRD, OFMB Asset #s Reserved
 7/19/24 Pending Final Approval.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/23/24
 OFMB OA 7103 ESW
 11-23

[Signature] 7/30/24
 Contract Development and Control
 7/30/24

B. Legal Sufficiency:
[Signature]
 Assistant County Attorney

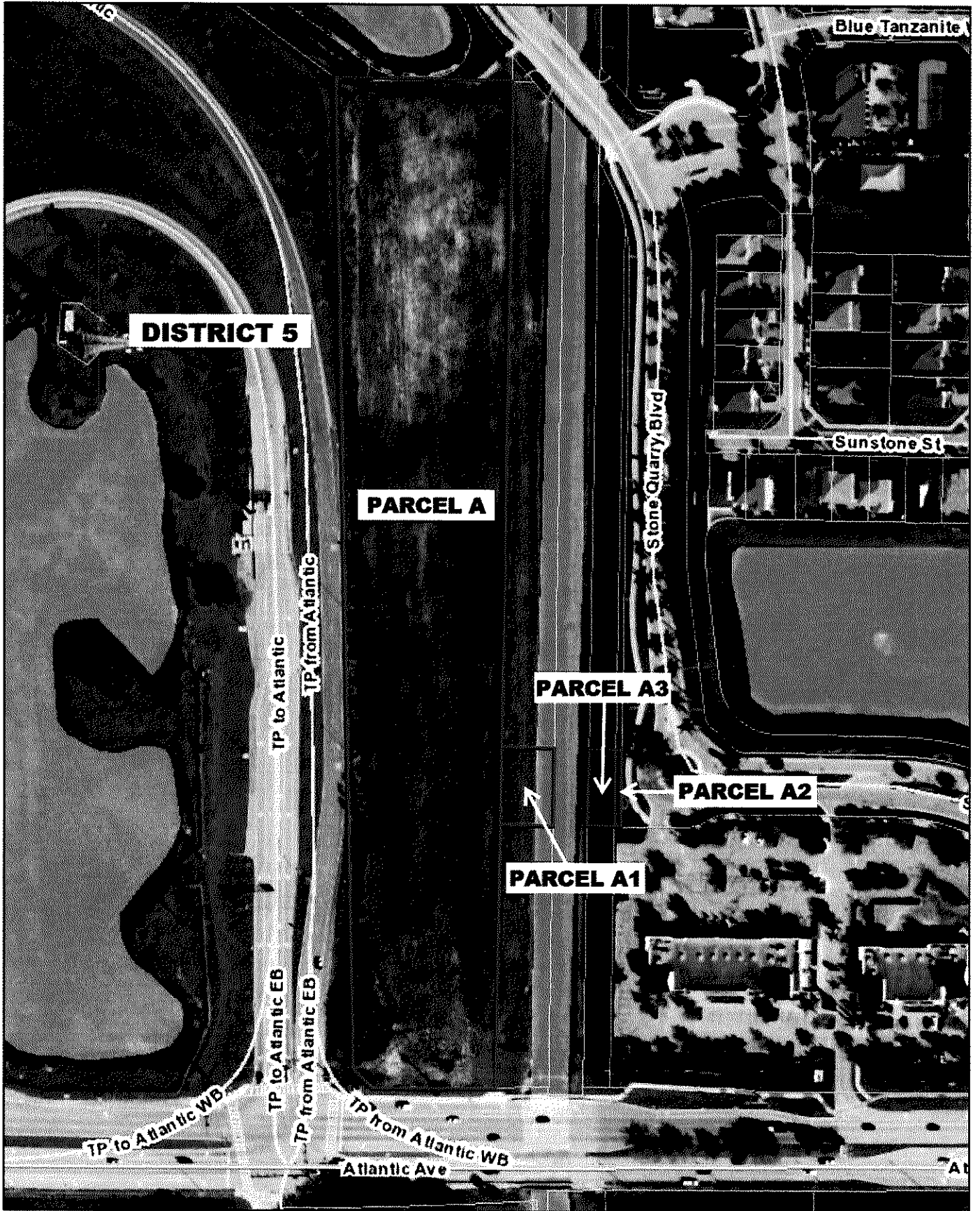
C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues Continued: The combined aggregate civic site acreage owed to the County for various PUD developments totaled 32.120 acres. At the June 5, 2015 meeting, the BCC questioned the need for a large civic site acquisition. The Agreement reduced the civic site requirement to 6.276 acres in the Atlantic Commons PUD. The remainder of the 25.84 acres was cashed out for \$2,854,477.56. The First Amendment provides for the conveyance from the Developers to the County for the approximate 6.276 acre Civic Site Parcel and approximately 0.26 acres being Tracts A-1, A-2 and A-3 which are required for access and utilities to serve the Civic Site Parcel, all combined totaling approximately 6.536 acres.

LOCATION MAP



July 18, 2024

Attachment 1

Attachment #2
First Amendment to Civic Site Dedication Agreement
2 @ 7 pages each

**FIRST AMENDMENT TO
CIVIC SITE DEDICATION AGREEMENT**

THIS FIRST AMENDMENT TO CIVIC SITE DEDICATION AGREEMENT (“First Amendment”) is made this 20~~th~~ day of August, 2024, by and among PALM BEACH COUNTY, a political subdivision of the State of Florida (the “County”), ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (“ATLANTIC COMMONS”), and joined in by ATLANTIC COMMONS COMMERCIAL, LLC, a Florida limited liability company, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (“ATLANTIC COMMONS COMMERCIAL”). Atlantic Commons, Atlantic Commons Commercial and the County are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, County, Atlantic Commons, BOYNTON BEACH ASSOCIATES XIX, LLLP, a Florida limited liability limited partnership, BOYNTON BEACH ASSOCIATES XXIV, LLLP, a Florida limited liability limited partnership, DELRAY BEACH ASSOCIATES I, LLC, a Florida limited liability company, BOCA RATON ASSOCIATES VI, LLLP, a Florida limited liability limited partnership, BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership, and BOCA RATON ASSOCIATES VIII, LLLP, a Florida limited liability limited partnership executed that certain Civic Site Dedication Agreement on April 2, 2013 (R2013-0396), (the “Agreement”); and

WHEREAS, pursuant to Section 20 of the Agreement, the Agreement may be amended by those parties sought to be charged by such amendment, and in the case of this First Amendment, those parties are the County, Atlantic Commons and Atlantic Commons Commercial, and the Parties desire to execute this First Amendment for the purposes set forth herein; and

WHEREAS, Atlantic Commons owns Tracts A-1 and A-2, ATLANTIC COMMONS - PLAT SIX, according to the plat thereof, as recorded in Plat Book 129, Page 74, of the public records of Palm Beach County, Florida, said tracts lying within the Atlantic Commons Project (said tracts being referred to herein, respectively, as “Tract A-1” and “Tract A-2”); and

WHEREAS, Atlantic Commons Commercial owns Tract A-3, ATLANTIC COMMONS - PLAT SIX, according to the plat thereof, as recorded in Plat Book 129, Page 74, of the public records of Palm Beach County, Florida, said tract lying within the Atlantic Commons Project (said tract being referred to herein as “Tract A-3”); and

WHEREAS, the Agreement provides in Section 6(a)(ii) that Atlantic Commons shall grant an easement in favor of the County for vehicular and pedestrian ingress and egress and water, sewer and reclaim utilities to the Atlantic Commons Civic Site Property; and

WHEREAS, rather than granting such easement in favor of the County, the Parties agree that Atlantic Commons and Atlantic Commons Commercial shall convey to the County by Special

Warranty Deed Tracts A-1, A-2 and A-3, for the purposes of without limitations providing vehicular and pedestrian ingress and egress and water, sewer and reclaim utilities to the Atlantic Commons Civic Site Property; and

WHEREAS, the Parties wish to update and modify the legal description of the Atlantic Commons Civic Site Property, being Tract A as set forth in 2.(b) below, to include Tracts A-1, A-2 and A-3 and revise Exhibit E-3 to include said tracts; and

WHEREAS, the changes to the Agreement set forth in this Amendment do not materially impair or adversely affect the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Unless otherwise defined herein, each capitalized term as used in this First Amendment shall have the same meaning and effect as in the Agreement.

2. Section 3 - Platting, Dedication and Conveyance of the Atlantic Commons Civic Site Property, subsection (b) is hereby deleted in its entirety and replaced with the following:

(b) Subject to the terms and provisions of this Agreement, Atlantic Commons shall convey that portion of the Atlantic Commons Civic Site Property consisting of Tract A, ATLANTIC COMMONS - PLAT FOUR, according to the plat thereof, as recorded in Plat Book 118, page 58, of the public records of Palm Beach County, Florida (said tract referred to herein as "Tract A"), Tract A-1 and Tract A-2 (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) to the County by Special Warranty Deed subject to the "Permitted Exceptions" (as hereinafter defined), and the County shall accept such conveyance of such portion of the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) by Special Warranty Deed subject to the "Permitted Exceptions" from Atlantic Commons, within 30 days after the Plat is recorded in the public records of the County or at such later date as determined to by the County (the "Conveyance Date"). Atlantic Commons and Atlantic Commons Commercial shall have satisfied all conditions set forth in the Agreement whereby County has accepted same. In the event of County's acceptance, any failure of the County to accept such portion of the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) from Atlantic Commons on the Conveyance Date shall be a default by the County under this Agreement subject to the notice and cure provisions of Section 12(b) below.

3. Section 3 - Platting, Dedication and Conveyance of the Atlantic Commons Civic Site Property is hereby modified to add the following language at the end of such Section as subsection (c):

(c) Subject to the terms and provisions of this Agreement, Atlantic Commons Commercial shall convey that portion of the Atlantic Commons Civic Site Property consisting of Tract A-3 (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) to the County by Special Warranty Deed subject to the "Permitted Exceptions", and the County shall accept such conveyance of such portion of the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) by Special Warranty Deed subject to the "Permitted Exceptions" from Atlantic Commons Commercial, on the Conveyance Date. Any failure of the County to accept such portion of the Atlantic Commons Civic Site Property (together with all of the tenements, hereditaments, easements, privileges and appurtenances belonging thereto) from Atlantic Commons Commercial on the Conveyance Date shall be a default by the County under this Agreement subject to the notice and cure provisions of Section 12(b) below.

4. Section 6(a)(ii) of the Agreement is hereby deleted in its entirety.

5. Section 6(a)(iii) of the Agreement is hereby deleted in its entirety and replaced with the following:

(iii) Atlantic Commons shall complete the design, permitting and installation of the water main, force main and reclaimed water main stub-outs from Stone Quarry Boulevard (the "Spine Road") to the east boundary of the LWDD E-2-E Canal (the "E-2-E Canal") right-of-way (to service the Atlantic Commons Civic Site Property), in locations mutually agreed upon by Atlantic Commons and the County.

6. Section 7(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) The County acknowledges and agrees that the installation of a bridge over the E-2-E Canal is necessary to connect the Spine Road and that Atlantic Commons Civic Site Property. It shall be the County's obligation to design, purchase, construct, permit and install the bridge at its sole cost and expense. The County shall repair, at its sole cost and expense, any damage caused to the Spine Road during its installation of the Bridge.

7. Exhibit "E-3" (Legal Description of the Atlantic Commons Civic Site Property) of the Agreement is hereby replaced with Exhibit "E-3" (Legal Description of the Atlantic Commons Civic Site Property) attached hereto.

8. The County approves the following additional Permitted Exceptions:

- (a) Easement Deeds granted to Lake Worth Drainage District recorded in Official Records Book 5953, page 1096 and Official Records Book 13728, page 1897.
- (b) Terms, covenants, conditions and easements contained in the Standard Potable Water & Wastewater Development Renewal Agreements recorded in Official Records Book 27737, page 1855 and Official Records Book 27737, page 1878.

- (c) Terms, covenants, conditions and easements contained in that Second Amendment to Standard Reclaimed Water Development Agreement recorded in Official Records Book 26285, page 1745.
- (d) Terms, covenants, conditions, restrictions and easements created by and set forth in the Declaration of Covenants, Restrictions and Easements for Atlantic Commons recorded in Official Records Book 25746, page 216, as amended in Official Records Book 26173, page 1941, Official Records Book 26435, page 837 and Official Records Book 26866, page 174, as further modified by the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany recorded in Official Records Book 26923, page 148 and as further amended in Official Records Book 27792, page 435, Official Records Book 28501, page 683, Official Records Book 28545, page 1260, Official Records Book 28941, page 708, Official Records Book 29237, page 263 and Official Records Book 29243, page 1189. (As to Tract A-2 only)
- (e) Dedications set forth on Atlantic Commons - Plat One recorded in Plat Book 115, page 135.
- (f) Easements set forth on Atlantic Commons - Plat Four recorded in Plat Book 118, page 58.
- (g) Terms, covenants, conditions, restrictions and easements created by and set forth in the Master Declarations of Restrictive Covenants for Workforce Housing recorded in Official Records Book 26906, page 18, as amended in Official Records Book 31015, page 1527, and recorded in Official Records Book 26906, page 37.
- (h) Dedications and easements set forth on Atlantic Commons - Plat Six recorded in Plat Book 129, page 74.

Note: All recording references above refer to the public records of Palm Beach County, Florida.

9. This First Amendment shall become effective and binding upon the Parties on the date which the last of the Parties signs the same thereby making this First Amendment a fully executed instrument.

10. Except as modified by this First Amendment, the Agreement shall remain in full force and effect in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this First Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

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

JOSEPH ABRUZZO
CLERK OF CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor
(SEAL)

APPROVED AS TO
LEGAL SUFFICIENCY

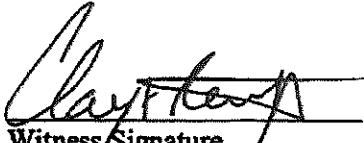
By:  _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Department Director

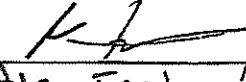
[signatures continue on next page]

Witnesses:
(as to both)


Witness Signature
Clayton Ratliff
Print Name

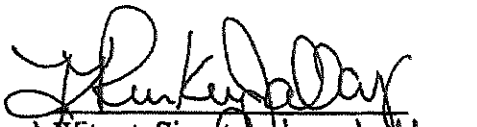
**ATLANTIC COMMONS ASSOCIATES,
LLLP, a Florida limited liability limited
partnership**

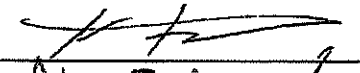
By: Atlantic Commons Corporation, a
Florida corporation, its general
partner

By:  V.P.
Name: Alan Fant
Title: Vice President

(Seal)

**ATLANTIC COMMONS COMERCIAL,
LLC, a Florida limited liability company**


Witness Signature
Kimberly Ratliff
Print Name

By:  V.P.
Name: Alan Fant
Title: Vice President

(Seal)

EXHIBIT "E-3"

Legal Description of the Atlantic Commons Civic Site Property

Tract A of ATLANTIC COMMONS - PLAT FOUR, according to the plat thereof recorded in Plat Book 118, page 58, and Tracts A-1, A-2 and A-3 of ATLANTIC COMMONS - PLAT SIX, according to the plat thereof recorded in Plat Book 129, Page 74, both of the public records of Palm Beach County, Florida.