

**RESOLUTION NO. 91-10-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ASSUMPTION AGREEMENT FOR THE COMMERCE PARK GREEN REUSE SITE BF501603001; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town has all of the powers and authority conferred upon it under the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town designed the site as a Brownfield site; and

**WHEREAS**, Seacoast Bank along with S&C Investment and Mancini Holdings will purchase the property; and

**WHEREAS**, the Assumption and Assignment Agreement is part of the Brownfield Reuse Program with the State of Florida Department of Environmental Protection; and

**WHEREAS**, the Town does not assume any liability for the contamination of the site.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Assignment and Assumption Agreement for the Brownfield site located on Old Dixie Highway.

**Section 3.** This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER JOHN LINDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ROGER MICHAUD	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution No. 91-10-19 duly passed and adopted this 30<sup>th</sup> day of October, 2019.


TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

For   
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**ASSIGNMENT AND ASSUMPTION AGREEMENT OF BROWNFIELD SITE  
REHABILITATION AGREEMENT**

This Assignment and Assumption Agreement of Brownfield Site Rehabilitation Agreement (“Assignment and Assumption” or “Agreement”) is made by and between Seacoast National Bank, a Florida banking corporation, as successor by merger to Grand Bank & Trust of Florida (“Assignor”), and S & C Investments, LLC (“S & C”), a Florida limited liability company, and Mancini Holdings, LLC (“Mancini”), a Florida limited liability company (S & C and Mancini each an “Assignee” and collectively, “Assignees”).

**WHEREAS**, on December 19, 2016, Assignor and the Florida Department of Environmental Protection (“FDEP”) entered into a Brownfield Site Rehabilitation Agreement (“BSRA”) pursuant to Section 376.80(5), Florida Statutes, Brownfield Site ID No. BF501603001, attached hereto as Exhibit “A.”

**WHEREAS**, upon the effective date of this Agreement, Assignor wishes to assign the BSRA to Assignees, and Assignees wish to become the Person Responsible for Brownfield Site Rehabilitation and assume the obligations arising under the BSRA; and

**WHEREAS**, Assignees meet all of the eligibility criteria under Section 376.82, Florida Statutes; and

**WHEREAS**, this Agreement has been approved by FDEP per Paragraph 17 of the BSRA and Town of Lake Park, Florida, as evidenced by the Consent in this Agreement.

**NOW, THEREFORE**, in the consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignor transfers, assigns, and sets over unto Assignees, all of Assignor’s rights, title, and interest in the BSRA, with said assignment to be effective on the effective date of this Agreement.
3. Assignees, as of the effective date of this Assignment and Assumption, assume all of the obligations under the BSRA, specifically including but not limited to conducting site rehabilitation and submitting technical reports, obtaining any local, state, and federal permits required for site rehabilitation work, allowing FDEP access to the site, and conducting site rehabilitation under the observation of professional engineers or professional geologists. Attached hereto respectively as Exhibits “B” – “D” are an updated Site Access Agreement, Contractor Form, and Quality Assurance Certificate.

4. Assignor shall be released from any and all obligations of the BSRA arising on or after the effective date of this Assignment and Assumption.
5. By executing this Agreement, under penalty of perjury Assignor and Assignees attest that (i) there is no operating agreement, written or oral, which limits the authority of the Assignor's and Assignees' signatories to execute this Agreement and (ii) Assignor's and Assignees' signatories are fully authorized to execute this Agreement.
6. This Assignment and Assumption shall be construed and interpreted in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, this Agreement has been duly executed as of the day and year first above written and is effective as of the date of the execution of the final required signatory.

**WITNESSES:**

**ASSIGNOR:**

**SEACOAST NATIONAL BANK**, a  
Florida banking corporation, as successor by  
merger to Grand Bank & Trust of Florida

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Name: Kevin Picart  
Print Title: Senior Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DATE OF ACCEPTANCE AND  
EXECUTION: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ASSIGNEE:**

**S & C INVESTMENTS, LLC,**  
a Florida limited liability company

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE OF ACCEPTANCE AND  
EXECUTION: \_\_\_\_\_

**ASSIGNEE:**

**MANCINI HOLDINGS, LLC,**  
a Florida limited liability company

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE OF ACCEPTANCE AND  
EXECUTION: \_\_\_\_\_

**CONSENT**

The undersigned Town of Lake Park hereby consents to this Assignment and Assumption Agreement.

**WITNESSES:**

Shaquita Edwards  
Print Name: Shaquita Edwards

Janet Perry  
Print Name: Janet Perry

**TOWN OF LAKE PARK**

By: [Signature]  
Print Name: Michael O'Rourke  
Title: Mayor

Date: October 30, 2019

The undersigned Florida Department of Environmental Protection hereby consents to this Assignment and Assumption Agreement.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

- cc: Kelly Crain, DEP Brownfields Program Manager & Liaison  
Ronni Moore, Esq., DEP OGC Brownfields Attorney  
John C. Bryant, DEP Southeast District  
Justin Cross, DEP Brownfields Team  
Michael R. Goldstein, Esq., Environmental Counsel for Assignor  
Alfred J. Malefatto, Esq., Environmental Counsel for Assignees

## **EXHIBITS**