

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2020 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) accept a Corrective Quitclaim Deed from the South Florida Water Management District (SFWMD) for eleven parcels containing approximately 78.34 acres of environmentally sensitive (vacant) land in the Palm Beach Heights area, north of Indiantown Road and northeast of Beeline Highway (part of the Pal-Mar ecosite); and

B) re-convey a Deed of Conservation Easement to SFWMD to ensure that the subject parcels are forever retained, in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition, as suitable habitat for native plant and animal life.

Summary: On August 17, 2004 (R2004-1741), the Board of County Commissioners approved an agreement with the SFWMD (Agreement). Pursuant to the Agreement, SFWMD agreed to convey the subject parcels in fee simple title to the County, provided the County granted SFWMD a perpetual Deed of Conservation Easement over the parcels. However, when SFWMD conveyed ownership of the subject parcels to the County on October 19, 2007, the parcels were inadvertently conveyed for road right-of-way purposes. Acceptance of the Corrective Quitclaim Deed will convey the subject parcels to the County in fee simple title as stipulated in the Agreement. Reconveyance of the Deed of Conservation Easement to SFWMD will confirm that the intent of the original Deed of Conservation Easement remains in full force and effect, and is not inadvertently released by execution and acceptance of the Corrective Quitclaim Deed. Since the County already owns the subject parcels and previously conveyed a conservation easement to SFWMD with respect to the parcels, **there is no cost to the County.** District 1 (HF)

Background and Justification: Lands in the Pal-Mar ecosite were on the County's proposed acquisition list for both the Palm Beach County Environmentally Sensitive Lands Bond Referendum of March 12, 1991 and Palm Beach County Lands for Conservation Purposes Bond Issue Referendum of March 9, 1999. The subject parcels contain high-quality depression marsh, basin marsh, dome swamp, hydric flatwoods and/or mesic flatwoods habitats.

Attachments:

- 1. Location map
 - 2. Corrective Quitclaim Deed
 - 3. Deed of Conservation Easement
-

Recommended by:  7-16-2020
Department Director Date

Approved by:  8/11/20
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# 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

Budget Account No.:

Fund _____ Department _____ Unit _____ Object _____ Program _____

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

* There is no fiscal impact associated with this item. The County already owns the subject parcels and previously conveyed a conservation easement to SFWMD with respect to the parcels.

C. Department Fiscal Review:

_____ *S. Neary*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

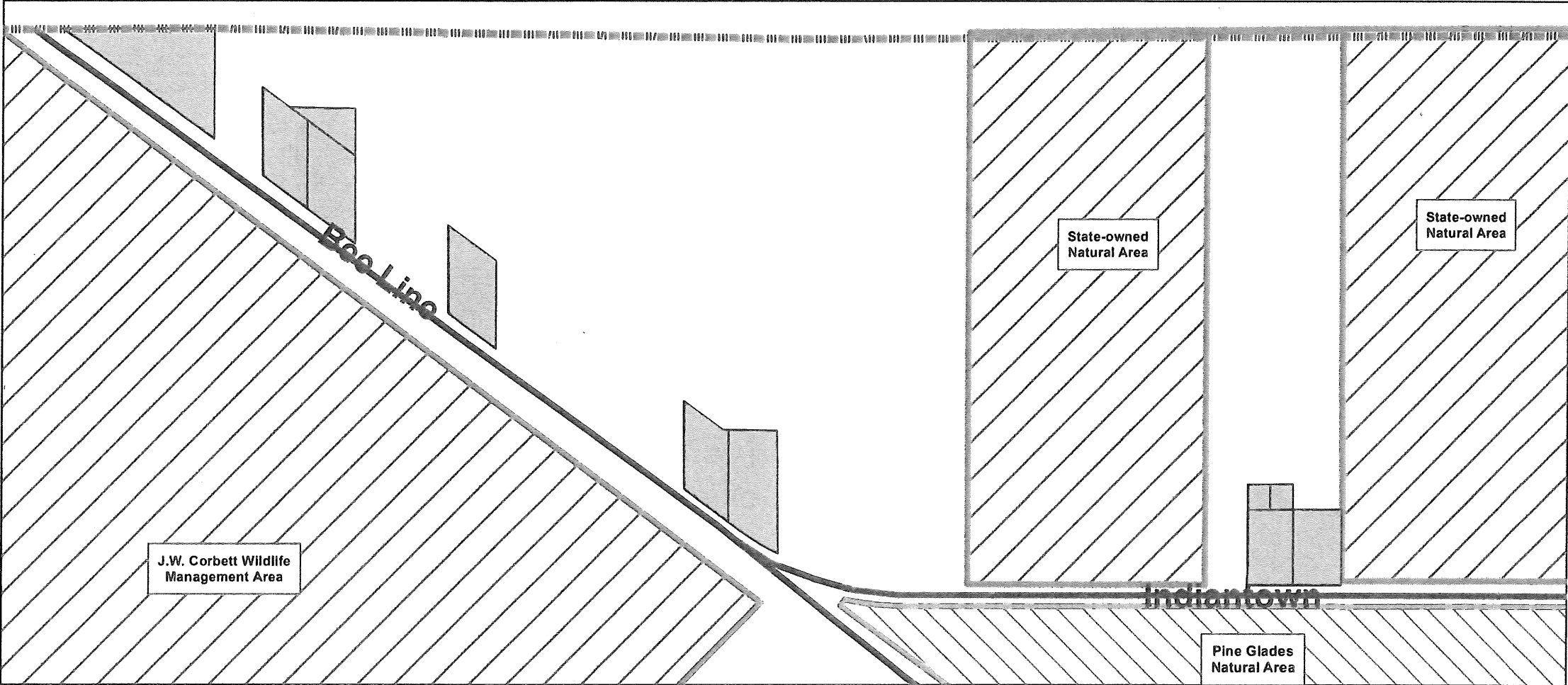
[Signature] 7/22/20 *[Signature]* 7/10/20
 OFMB 7/20 (22h) 7/28 Contract Development & Control

B. Legal Sufficiency:





_____ 8/11/20
 Assistant County Attorney

C. Other Department Review:

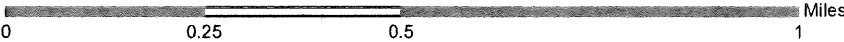
 Department Director



Legend

-  Subject Parcel
-  Palm Beach County Natural Area
-  Other Publicly-Owned Conservation Land
-  Palm Beach-Martin County Line
-  Major Road

Location Map



ATTACHMENT 2

Prepared by:

**South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Attention: Real Estate**

Return to:

**Property and Real Estate Management Division
Palm Beach County
2633 Vista Parkway
West Palm Beach, Florida 33411-5605**

Tax Folio #: 00-40-40-31-00-000-1000, 00-40-40-32-00-000-3450,
00-40-40-32-00-000-3460, 00-40-40-32-00-000-3470,
00-40-40-32-00-000-3520, 00-40-40-32-00-000-5280,
00-40-40-32-00-000-5290, 00-40-40-33-00-000-5390

Project: PalMar
Tracts: Hartsel Ranch – various nos.

CORRECTIVE QUITCLAIM DEED

THIS INDENTURE made this 11th day of June, 2020, between **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** a government entity created by Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, Palm Beach County, hereinafter referred to as Grantor, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "Grantee", whose business mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, Palm Beach County.

WITNESSETH:

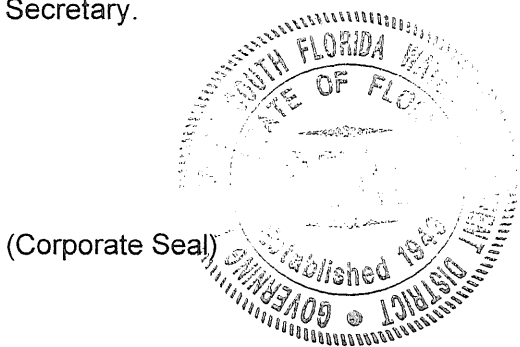
That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

The intent and purpose of this instrument is to convey the Grantor's fee simple title in the subject lands. Grantor originally inadvertently conveyed the subject lands to Grantee for road right-of-way purposes pursuant to that certain Quitclaim Deed dated October 19, 2007 and recorded in Official Records Book 22198, page 0109 of the public records of Palm Beach County. The Grantor should have originally conveyed its fee simple title in the subject lands to the Grantee, as set forth in South Florida Water Management District Resolution Number 2004-833.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.


IN WITNESS WHEREOF, the South Florida Water Management District has caused this Quitclaim Deed to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its Secretary.



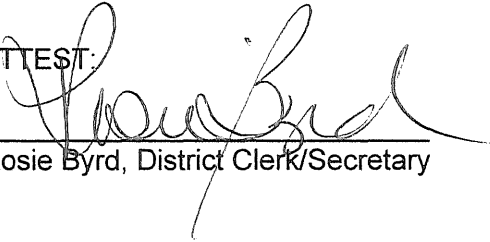
GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

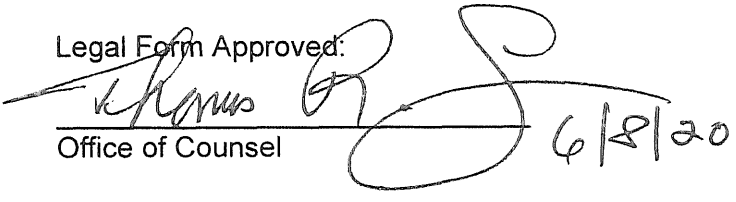
BY


Chauncey P. Goss, II, Chairman

ATTEST:


Rosie Byrd, District Clerk/Secretary

Legal Form Approved:

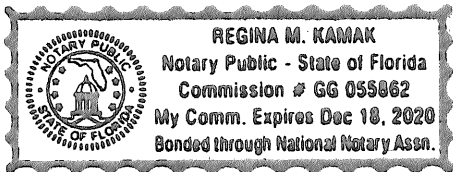

Office of Counsel

6/8/20

STATE OF FLORIDA
COUNTY OF Palm Beach

I HEREBY CERTIFY, that on this the 11th day of June A.D., 2020, before me by means of physical presence or online notarization, the undersigned authority, personally appeared Chauncey P. Goss, II, Chairman of the Governing Board of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officers for the purposes and uses therein mentioned, and that he affixed thereto the official seal of the Governing Board of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, and that the said instrument is the act and deed of said **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** and the Governing Board thereof. He is personally known to me.

WITNESS my signature and official seal the day and year last aforesaid.



Regina M. Kamak
Notary Public - Signature

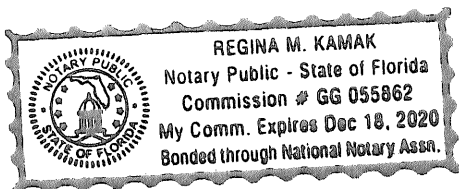
Regina M. Kamak
Print

My Commission Expires: Dec. 18, 2020

STATE OF FLORIDA
COUNTY OF Palm Beach

I HEREBY CERTIFY, that on this the 11th day of June A.D., 2020, before me by means of physical presence or online notarization, the undersigned authority, personally appeared Rosie Byrd, District Clerk of the Governing Board of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be her free act and deed as such officers for the purposes and uses therein mentioned, and that she affixed thereto the official seal of the Governing Board of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, and that the said instrument is the act and deed of said **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** and the Governing Board thereof. She is personally known to me.

WITNESS my signature and official seal the day and year last aforesaid.



Regina M. Kamak
Notary Public - Signature

Regina M. Kamak
Print

My Commission Expires: Dec. 18, 2020

Legal Description
Exhibit "A"
Fee Transfer from SFWMD to Palm Beach County

Parcel 1

That portion of Section 31, Township 40 South, Range 40 East, lying North of State Road 710.

Parcel 2

The West 660 feet of the East 4624 feet of the North 237.5 feet of the South 1900 feet of the North half of Section 32, Township 40 South, Range 40 East (LESS that part lying Southwest of line parallel to and 660 feet Northeast of State Road 710 Right of Way) a/k/a TT-67.

Parcel 3

The West 450 feet of the East 4414 feet of that part of the North half of Section 32, Township 40 South, Range 40 East, lying Northeast of State Road 710 Right of Way and Southwest of a line 660 feet North of and parallel to State Road 710 Right of Way a/k/a TT- 202.

Parcel 4

The West 420 feet of the East 4834 feet of that part of the North half of Section 32, Township 40 South, Range 40 East, lying Northeast of State Road 710 and Southwest of a line 660 feet North of and parallel to State Road 710 a/k/a TT-203.

Parcel 5

The West 450 feet of the East 3090 feet of that part of Section 32, Township 40 South, Range 40 East, lying Northeast of State Road 710 and Southwest of a line 660 feet North of and parallel to State Road 710 a/k/a/ TT-199.

Parcel 6

The East 450 feet of that part of the South half of Section 32, Township 40 South, Range 40 East, lying Northeast of State Road 710 Right of Way and South of the North 1040 feet a/k/a TT-193.

Parcel 7

The West 420 feet of the East 870 feet of that part of the South half of Section 32, Township 40 South, Range 40 East, lying Northeast of State Road 710 Right of Way and Southwest of a line 660 feet North of and parallel to State Road 710 Right of Way a/k/a TT- 194.

Parcel 8

The West 210 feet of the East 870 feet of the South 267.5 feet of the North 4421.53 feet of Section 33, Township 40 South, Range 40 East, a/k/a UU-87.

Parcel 9

The West 210 feet of the East 660 feet of the South 267.5 feet of the North 4421.53 feet of Section 33, Township 40 South, Range 40 East, a/k/a UU-88.

Parcel 10

That part of the East 450 feet of Section 33, Township 40 South, Range 40 East, lying North of the North Right of Way of State Road 706 (Less North 4421.53 feet) a/k/a/ UU- 233.

Parcel 11

That part of the West 420 feet of the East 870 feet of Section 33, Township 40 South, Range 40 East, lying North of the North Right of Way of State Road 706 (Less North 4421.53 feet) a/k/a UU-234.

Above lands lying within Palm Beach County, Florida.

ATTACHMENT 3

LAN 06-02

Return to:

**South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680**

Prepared by:

**South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406**

Project: Pal Mar
Tract Nos: Hartsel Ranch - various nos.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this ____ day of _____, 20__, by Palm Beach County, Florida, a political subdivision of the State of Florida, whose business mailing address is 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("Grantor"), to the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, 3301 Gun Club Road, West Palm Beach, Florida 33406 ("Grantee"). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantee executed and delivered in favor of Grantor that certain QuitClaim Deed dated October 19, 2007 and recorded in Official Record Book 22198, at page 0109 of the Public Records of Palm Beach County ("Original Deed"), with respect to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof ("the Property");

WHEREAS, in conjunction with the Original Deed, Grantor executed and delivered in favor of Grantee that certain Deed of Conservation Easement with respect to the Property recorded in Official Record Book 22198, at page 0548, of the Public Records of Palm Beach County ("Original Conservation Easement");

WHEREAS, contemporaneous herewith, Grantee executed, delivered and recorded that certain Corrective QuitClaim Deed ("Corrective Deed") with respect to the Property; and

WHEREAS, in conjunction with the Corrective Deed, and to confirm the Original

Conservation Easement in favor of Grantee remains in full force and effect, and is not inadvertently released by execution and delivery of the Corrective Deed, Grantor hereby executes and delivers, and re-conveys in favor of Grantee, this Deed of Conservation Easement with respect to the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes in favor of Grantee a perpetual conservation easement (the "Conservation Easement"), as defined in Section 704.06, Florida Statutes with respect to the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for native plant and animal life.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry;
- b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, surface water management improvements, or public use or environmental education purposes, the following activities are prohibited in or on the Property:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a Grantee approved management plan, or timber thinning under a Grantee approved forest management plan.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and interior fencing (perimeter fencing shall not be considered a violation of this subparagraph 2.f.);
- g. Acts or uses detrimental to such aforementioned retention of land or water areas;
- h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any Grantee rule, criteria and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails, as well as a parking area and trailhead facilities.
- b. The construction and use of passive recreational facilities shall be subject to the following conditions:
 - i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Property and shall avoid materially diverting the direction of the natural surface water flow in such area;

- ii. Such facilities and improvements shall be constructed and maintained utilizing management practices that are consistent with the purposes for which the Property was acquired; and
- iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, Grantee or local permitting requirements.

4. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall control exotic species to the maximum extent practicable, including non-native and invasive plants and feral hogs.

7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property, if applicable.

8. Each party shall be responsible for any costs it incurs in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of either party, and any forbearance on behalf of either party to exercise its rights hereunder in the event of any default hereunder by the other party shall not be deemed or construed to be a waiver of the non-defaulting party's rights hereunder.

10. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.

11. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. The recitals contained in the "WHEREAS" clauses above are hereby incorporated herein by reference.

14. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their assigns or successors-in-interest, which shall be filed in the public records in Palm Beach County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor has good right and lawful authority to convey this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement this ____ day of _____, 20__.

Attest Buyer:

SHARON R. BOCK
CLERK & COMPTROLLER

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

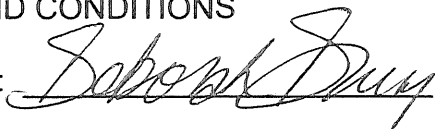
By: _____
Deputy

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

By: 

Legal Description
Exhibit "A"
Tract 23100-079
Conservation Easement from Palm Beach County to SFWMD

Parcel 1

That portion of Section 31, Township 40 South, Range 40 East, lying North of State Road 710.

Parcel 2

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