



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
<b>Capital Expenditures</b>	<u>\$26,340,400</u>	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$26,340,400</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget?** Yes \_\_\_\_\_ No X \_\_\_\_\_

**Budget Account No.:** Fund 3001 Department 381 Unit 9900 Object 9917 Program \_\_\_\_\_  
 Fund 3002 Department 381 Unit 9900 Object 9917 Program \_\_\_\_\_  
 Fund 1222 Department 820 Unit 9920 Object 9902 Program \_\_\_\_\_  
 Fund 1226 Department 380 Unit 3195 Object 9909 Program \_\_\_\_\_

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

1999 and 2001 \$75M General Obligation Conservation Land Acquisition Funds, Natural Areas Fund, and Ag Reserve Management Fund

**C. Department Fiscal Review:**

**III. REVIEW COMMENTS**

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

*[Signature]* 10-2-06 *[Signature]* 10/2/06  
 OFMB Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 10/2/06 **This item complies with current County policies.**  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(Continued from page 1):

**G) approve** a Budget Transfer of \$8,275,398 in the 1999 \$75 M General Obligation Conservation Land Acquisition Fund from Reserves to the Cypress Creek project account to provide a portion of the purchase price for the Jupiter Ranch property, and for closing, staff and miscellaneous costs related to this property;

**H) approve** a Budget Transfer of \$7,265,002 in the 2001 \$75M General Obligation Conservation Land Acquisition Fund from Reserves to the Cypress Creek project account to provide a portion of the purchase price for the Jupiter Ranch, Inc. property, and closing, staff and miscellaneous costs related to this property;

**I) approve** a Budget Transfer of \$7,500,000 in the Natural Areas Fund from Reserves to the Cypress Creek and Riverfront Pines project accounts to provide a portion of the purchase price of the Jupiter Ranch, Inc. and Whitesell, et al., properties, and for TNC's fee for its acquisition of the Jupiter Ranch property, and closing, staff and miscellaneous costs associated with the acquisition of both properties; and

**J) approve** a Budget Transfer of \$3,300,000 in the Ag Reserve Land Management Fund to the Cypress Creek project account to provide a portion of the purchase price of the Jupiter Ranch, Inc. property.

**Summary:** The Whitesell, et al., property is located along the northeast fork of the Loxahatchee River, and if purchased, would be the only riverfront natural area owned by the County. Two appraisals were obtained for the property. The purchase price of \$3,600,000 is 42.1% below the average appraised value and is contingent upon the natural area being named the "Jackson Riverfront Pines Natural Area" or similar name approved by both the seller and County. Both the Conservation Lands Acquisition Selection Committee (CLASC) and Staff recommend approval of this purchase, subject to normal pre-acquisition due diligence.

The Jupiter Ranch property is within the County's Cypress Creek Natural Area. The Jupiter Ranch property which includes 251.16± acres is bordered by the County's Cypress Creek Natural Area to the north and west and by Indiantown Road on the south. As originally drafted, the Jupiter Ranch contract was subject to the purchase price being supported by the average of two appraisals. However, appraisals obtained by the County did not support the contract purchase price of \$96,600 per acre. In subsequent negotiations, the seller verbally agreed to sell the property to the County for an amount equal to the value estimate supported by the County's Property and Real Estate Management Division (PREM), or \$90,000 per acre. The seller has until 5 pm on October 2, 2006 to withdraw this verbal acceptance. Discussion by CLASC of the proposed acquisition of the Jupiter Ranch property is expected at their October 2, 2006 meeting. A letter stating CLASC's stand on the proposed acquisition will be submitted at the October 3, 2006 BCC Meeting. Staff recommends approval of the Jupiter Ranch contract at an amended purchase price of \$90,000 per acre. A preliminary survey provided by the seller indicates that the property contains 251.16± acres instead of the approximate 252 acres referenced in the contract. The final price will be based on the actual number of acres purchased as determined by a certified survey, approved by the County's Engineering Department. This item also authorizes the payment of a \$100,000 fee to TNC for negotiation services related to the Jupiter Ranch acquisition.

The purchase of these two environmentally sensitive properties exceeds the available balance remaining in the 1999 and 2001 \$75 million General Obligation Conservation Land Acquisition Funds. To close the gap between available funds and anticipated future revenues/grants, staff has recommended the use of monies from the Natural Areas and Ag Reserve Management Funds. District 1 (JMB)

**Background and Policy Issues:** The Whitesell, et al., property contains about 3 acres of scrub, scrubby flatwoods, a developing xeric hammock, mangrove fringe, and a single family residence. It is expected that the residence will be used as a caretaker's quarters and/or nature center. The property is located in northeastern Palm Beach County along the northeastern edge of the northeast fork of the Loxahatchee River (Attachment 4A). On August 7, 2006 CLASC approved the purchase for \$3.6 million.

**(Continued from page 3)**

This price is 42.1% below the average of two appraisals and is contingent upon the site being named the "Jackson Riverfront Pines Natural Area" or similar name approved by both the seller and County. This acquisition is subject to normal pre-acquisition due diligence. A Phase I Environmental Site Assessment (ESA) was performed at the Whitesell, et al, property as part of the due diligence. Based on the findings of the ESA, there were no environmental concerns on the subject property.

The Jupiter Ranch property, which is owned by Jupiter Ranch, Inc., contains 251.16± acres of rough pastureland mixed with pockets of native wetlands, and areas of old shellrock pits. A small creeklet imbedded in a cypress strand runs east-west through the southern portion of the tract. Also present on the site are dome swamps, depression marshes and wet prairies. High-quality native wetlands are estimated to occupy approximately 20% of the site, or 50 acres. Former 1950s-era shell pits occupy approximately 50 acres, of which about 50% or 25 acres are moderate to low quality wetlands. The understory vegetation in the upland portions of the site has been cleared and the site is used as rough pasture with scattered native trees. The tract provides habitat for numerous listed wading bird species, and some species of epiphytic plants. Most of the site is part of the old 1910s-era Philo Farms subdivision and is bordered by the County-managed Cypress Creek Natural Area to the north and west (Attachment 4B).

The contract purchase price of \$96,600 per acre (\$24,343,200 for an estimated 252 acres) was not supported by appraisals obtained by the County. In subsequent negotiations, the seller agreed to match the \$90,000 per acre value estimate supported by PREM. The contract purchase price was officially amended to \$90,000 per acre by the "First Amendment to Option Agreement for Sale and Purchase" dated September 25, 2006.

Because the price negotiated for the Jupiter Ranch property exceeds the average of the two appraisals and is equal to the PREM supported value, TNC is technically not entitled to receive compensation for negotiation services pursuant to their Contract for Consulting/Professional Services, as amended (R99-956D). However, staff believes that TNC acted in good faith on behalf of the County and obtained the best possible purchase price for the Jupiter Ranch property. Since it is the County's decision to acquire the Jupiter Ranch property at a price which exceeds the average of the two appraisals, staff recommends payment of a reduced negotiation fee of \$100,000 to TNC. TNC is willing to accept the \$100,000 fee as payment in full for all services related to the Jupiter Ranch acquisition.

A preliminary survey provided by the seller indicates that the property contains 251.16± acres. The final price will be based on the actual number of acres purchased as determined by a certified survey, approved by the County's Engineering Department.

The purchase of these two environmentally sensitive properties exceeds the available balance remaining in the 1999 and 2001 \$75 million General Obligation Conservation Land Acquisition Funds. To close the gap between available funds and anticipated future revenues/grants, staff has recommended the use of monies from the Natural Areas and Ag Reserve Management Funds. Any reimbursement grant funds received for these properties will be deposited into the Natural Areas Fund to help pay for public use facilities, and management and monitoring activities on these and other County natural areas.

Attachment 1

**ASSIGNMENT**

**OF**

**OPTION TO PURCHASE**


FOR the consideration recited hereunder, **THE CONSERVATION FUND**, a Maryland non-profit corporation, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, whose address is 224 Datura Street, Suite 209, West Palm Beach, Florida 33401, as Assignor, hereby transfers and assigns to **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, with an address at 301 N. Olive Avenue, West Palm Beach, Florida 33401, its successors and assigns, as Assignee, all of its right, title and interest in that certain Option Agreement for Sale and Purchase between **THOMAS C. WHITESELL AND CHARON J. WHITESELL, JAMES J. WHITESELL AND TALLULAH L. WHITESELL, AND JAMES J. WHITESELL AND THOMAS C. WHITESELL, AS TRUSTEES OF THE DOROTHY WHITESELL FLORIDA RESIDENTIAL INTEREST TRUST UNDER AGREEMENT DATES MARCH 5, 1999**, as Seller, and Assignor, as Purchaser, which option agreement is attached hereto as Exhibit "A" and by reference made a part hereof (the "Option Agreement"), for the sale and purchase of the real property described in the Option Agreement (the "Property"), subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property. This Assignment shall be effective upon countersignature and acceptance by Assignee.

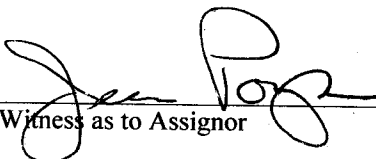
Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the statutory warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made pursuant to the Contract for Consulting/Professional Services dated as of May 18, 1999 by and between Palm Beach County and The Conservation Fund, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said contract.

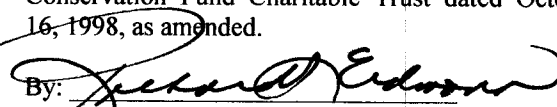
Assignor and Assignee hereby acknowledge that payment of the consideration for this Assignment is contingent upon the sale of the Property to Assignee, and that Assignee shall be required to pay said consideration to Assignor within thirty (30) days after the closing between Seller and Assignee.

WITNESSES AS TO ASSIGNOR:

  
\_\_\_\_\_  
Witness as to Assignor

  
\_\_\_\_\_  
Witness as to Assignor

THE CONSERVATION FUND,  
a Maryland non-profit corporation, as Trustee of The  
Conservation Fund Charitable Trust dated October  
16, 1998, as amended.

By:   
Richard L. Erdmann  
Its: Executive Vice President

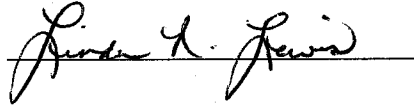
(Corporate Seal)

52-1388917  
F.E.I.D. No.  
7/27/06  
Date Signed by Assignor

Commonwealth of Virginia :  
: Ss:  
County of Arlington :

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Sept., 2006, by **Matt Sexton**, as Vice President of The Conservation Fund, a Maryland nonprofit Corporation, on behalf of the corporation as Trustee of The Conservation Fund Charitable Trust dated October, 16, 1998, as amended.

(NOTARY PUBLIC)  
SEAL



My Commission Expires: 2-27-09



Linda N. Lewis  
MY COMMISSION # DD400497 EXPIRES  
February 27, 2009  
BONDED THRU TROY FAIN INSURANCE, INC.

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and condition therein stated.

ATTEST:

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: James Brub  
Assistant County Attorney

BY: Robert E. Uschky

DATE: 9/29/06

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 24 day of July, 2006 (the "Effective Date"), between Thomas C. Whitesell and Charon J. Whitesell, James J. Whitesell and Tallulah L. Whitesell, and James J. Whitesell and Thomas C. Whitesell, as Trustees of the Dorothy Whitesell Florida Residential Interest Trust under Agreement dates March 5, 1999, as their interests may appear, whose address is C/o Law Office of William Whitesell, 101-F2 Northside Drive, Valdosta, Georgia, 31602 as "Seller", and The Conservation Fund, a Maryland non-profit corporation, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, a Florida land trust established in accordance with Section 689.071, Florida Statutes, having a usual place of business at 224 Datura Street, Suite 209, West Palm Beach, Florida 33401, acting by and through The Conservation Fund, Trustee, and its successors and assigns as "Purchaser".

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase the real property located in Palm Beach County, Florida, consisting of three (3) parcels of land described in Exhibit "A", together with all improvements, easements, appurtenances and riparian and littoral rights, if any (collectively the "Property"), in accordance with the provisions of this Agreement (the "Option"). This Agreement becomes legally binding upon execution by the parties, but exercise of the Option is subject to approval by the Palm Beach County Board of County Commissioners (the "Board"), whose address is Palm Beach County Department of Environmental Resources Management, 2300 North Jog Road, West Palm Beach, Florida 33411, if this Agreement is assigned to the Board. The exercise of the Option shall only become effective if Purchaser gives written notice of its exercise to Seller. If this Agreement is assigned to the Board, the Board's agents in all matters shall be the Department of Environmental Resources Management ("ERM") and the County Attorney's Office.
2. **OPTION TERMS.** The Option payment is \$100.00 ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The Option may be exercised during the period beginning with the Purchaser's execution of this Agreement and ending 90 days after the Effective Date this Agreement ("Option Expiration Date") upon written notice by Purchaser to Seller, unless extended by other provisions of this Agreement. In the event Purchaser's funds in the amount of the Purchase Price (as hereinafter defined in paragraph 3) are not available by the Option Expiration Date the period of exercise of the Option may be extended by written notice to Seller until such funds become available, not to exceed 60 days after the Option Expiration Date.
3. **PURCHASE PRICE.** The total purchase price ("Purchase Price") for the Property is Three Million Six Hundred Thousand and no/100 Dollars (\$ 3,600,000.00) which, after reduction by the amount of the Option Payment, will be paid in cash or Palm Beach County check at closing to Seller or Seller's designated agent who meets the requirements of Section 253.025, Florida Statutes, in the manner set forth herein. This Agreement is contingent upon approval of the Purchase Price by Purchaser and upon confirmation that the Purchase Price is not in excess of the final maximum approved value of the Property as determined by Palm Beach County Real Property Acquisition, Disposition and Leasing Ordinance (Ordinance No. 2002-067). The determination of the maximum approved value of the Property can only be made after the completion and approval of the boundary survey by Palm Beach County as required in Paragraph 5.