

Agenda Item #: 5F-1  
ADD-ON

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006 ( ) Consent (X) Regular  
( ) Workshop ( ) Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

A) **accept** an Assignment of Option Agreement for Sale and Purchase from The Conservation Fund, as Trustee of the Conservation Fund Charitable Trust (TCF), for acquisition of approximately 3 acres of land located along the Loxahatchee River from 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 Whitesell Florida Residential Interest Trust under Agreement dated March 5, 1999 (Whitesell, et al.), at a purchase price of \$3,600,000;

B) **approve** the exercise of the Option Agreement for Sale and Purchase from The Conservation Fund, as Trustee of the Conservation Fund Charitable Trust (TCF), for the acquisition of approximately 3 acres of land located along the Loxahatchee River from Whitesell, et al., at a purchase price of \$3,600,000, subject to satisfactory due diligence;

C) **approve** TCF's fee for the acquisition of the Whitesell, et al. property, which is 1% of the total purchase price, pursuant to TCF's agreement (R99-957D) with the County;

D) **approve** a Budget Transfer of \$900,000 in the 1999 \$75 M General Obligation Conservation Land Acquisition Fund from Reserves to the Riverfront Pines project account to provide a portion of the purchase price for Riverfront Pines property;

E) **approve** a Budget Transfer of \$900,000 in the 2001 \$75M General Obligation Conservation Land Acquisition Fund from Reserves to the Riverfront Pines project account to provide a portion of the purchase price for the Whitesell, et al. property; and

F) **approve** a Budget Transfer of \$1,836,000 in the Natural Areas Fund from Reserves to the Riverfront Pines project account to provide a portion of the purchase price for the Whitesell, et al. property, and for TCF's fee for its acquisition of the Whitesell, et al. property.

(Continued on Page 3)

**Attachments:**

1. Assignment of Option to Purchase and Option Agreement for Sale and Purchase from TCF
2. Location Map
3. Appraisal report summary
4. Calculation of purchase price
5. CLASC letter
6. Budget Transfer
7. Letter sent to adjacent residents

Recommended by: Richard E. Uhlir

Department Director

Date

10/10/06

Approved by: [Signature]

County Administrator

Date

10/12/06

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$3,636,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$3,636,000</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 3001 Department 381 Unit 450 Object 6101 Program \_\_\_\_\_  
Fund 3002 Department 381 Unit 450 Object 6101 Program \_\_\_\_\_  
Fund 1226 Department 380 Unit 450 Object 6101 Program \_\_\_\_\_

- B. Recommended Sources of Funds/Summary of Fiscal Impact: Reserves in 1999 and 2001 \$75M General Obligation Conservation Land Acquisition Funds, and the Natural Areas Fund.

### C. Department Fiscal Review:

## III. REVIEW COMMENTS

- A. OFMB Fiscal and /or Contract Dev. and Control Comments: Purchase of property was originally included in item that went before the BCC on Oct. 3, 2006. A decision on acquiring this property was postponed to Oct. 24, 2006, in order to notify nearby property owners, and it is now being brought to the BCC at this time.

OFMB 10/11/06 10/11/06 10/12/06  
10/12/06 Contract Development and Control  
B. Legal Sufficiency: This item complies with current County policies.

James Burke  
Assistant County Attorney

### C. Other Department Review:

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

(Continued from page 1):

**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. A letter was sent to the residents within ½ mile north and south of the Whitesell, et. al. property on October 6, 2006 at the request of the Board. This letter was to notify the adjacent residents on Riverside Drive of the proposed natural area purchase and potential uses so they could comment on them prior to Board approval of the purchase.

The purchase of this environmentally sensitive property 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 Fund. 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.

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 purchase of this environmentally sensitive property 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 Fund. Any reimbursement grant funds received for this property 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

A

**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 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:

Mary J. Greene  
Witness as to Assignor

Jeannette M. Rappina  
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: [Signature]  
Matt Sexton  
Its: Vice President

(Corporate Seal)

52-1388917

F.E.I.D. No.

7/29/06  
Date Signed by Assignor

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Commonwealth of Virginia :  
County of Arlington : Ss:

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



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

Linda N. Lewis

My Commission Expires: 2-27-09

**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: \_\_\_\_\_  
**Tony Masilotti, Chairman**

DATE: \_\_\_\_\_  
(SEAL)

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: James Brubaker  
Assistant County Attorney

BY: Richard E. Maslotti

DATE: 9/29/06

Form Option : Revised 8-8-00

### 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 Whitesell Florida Residential Interest Trust under Agreement dated 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.

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4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser shall have the right to obtain an environmental site assessment ("ESA") of the Property which meets the standards of practice of the American Society of Testing and Materials ("ASTM"), to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of Hazardous Materials contamination shall be performed to the standard of practice of the ASTM. Both a Phase I and Phase II ESA may be conducted. For the Phase I ESA, the standard of practice shall be the ASTM Practice E 1527. Phase II ESA activities may address any potential areas of contamination identified in the Phase I portion of the assessment. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. In the event that the ESA provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Purchaser elects not to terminate this Agreement, Seller shall, at its sole cost and expense prior to closing, promptly commence and diligently pursue, and complete any assessment, clean-up and monitoring of the Property necessary to bring the Property into full compliance with any applicable federal, state or local laws, statutes, ordinances, rules, regulations or governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning clean-up of Hazardous Materials ("Environmental Law"). However, if the estimated cost of assessment, clean-up, and monitoring of Hazardous Materials exceeds a sum which is equal to 10% of the Purchase Price, Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement. If Seller elects not to terminate this Agreement, Seller shall, at its sole cost and expense, promptly commence, diligently pursue, and complete any assessment, clean-up, and monitoring of the Property so as to bring the Property into full compliance with any Environmental Law. If it is not reasonably possible for Seller to complete its obligations under this paragraph 4.B. prior to the closing date, as defined in paragraph 13 below, Purchaser may, at Purchaser's sole option, either extend the closing date to enable Seller to complete said obligations, or allow Seller to complete said obligations within a reasonable time after closing. If Purchaser opts to allow Seller to complete said obligations after closing, Purchaser may require Seller to provide to Purchaser, at closing, security adequate to cover the cost of any post-closing obligations of Seller. As an alternative to Seller conducting the assessment, clean-up and monitoring described above, and subject to Purchaser's prior approval, Seller may, at Closing, pay Purchaser a sum equal to the cost of performing Seller's obligations under this paragraph 4.B. Upon such payment to Purchaser, Seller shall be released from further obligation to Purchaser under this paragraph 4.B. for matters shown in the ESA. However, nothing in this Agreement shall be deemed a waiver of Seller's liability under any Environmental Law or a limitation on Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property prior to closing, regardless of when discovered.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any claim, suit, action, damages, liability, expenditure or cause of action arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person or entity against Purchaser as a result of any claim, suit, or cause of action for personal injury, death, or property damage for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall hold Purchaser harmless from and against any judgment, order, decree, attorney's fees, costs, expense and liability connected with any such claim, suit, investigation or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

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The obligations under this paragraph 4.B. shall survive the closing date and transfer of title to the Property.

5. SURVEY. Seller shall, at its sole cost and expense and within 45 days following Effective Date of this Agreement, deliver to Purchaser a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the Minimum Technical Standards as defined in Florida Administrative Code Chapter 61G17-6 and, conform to the Florida State Plane Coordinate System North American Datum 83-90, as prescribed by Palm Beach County ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Purchaser regarding these standards and requirements prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Within 45 days following the Effective Date of this Agreement, Seller shall furnish Purchaser with a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Property by Purchaser; and (g) any general or specific title exceptions identified as defects in title (as provided in paragraph 7 of this Agreement) by Purchaser. The cost of the title insurance commitment and policy shall be paid by Seller.

7. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any exceptions or defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller shall use diligent effort to correct the defects or exceptions in title within the time provided therefore, including the bringing of necessary legal action. If Seller is unsuccessful in removing the title defects or exceptions within said time, Purchaser shall have the option to: (a) accept the title as it then is with no reduction in the Purchase Price, (b) extend the amount of time that Seller has to cure the defects or exceptions in title, or (c) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to use diligent effort to correct the title defects or exceptions, Seller shall be in default and the provisions of paragraph 17 of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable in the opinion of Purchaser.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes on forms provided by Purchaser. Seller shall prepare the deed described in paragraph 8 of this Agreement, Purchaser's and Seller's closing



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statements, a title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on Purchaser's form. Except for the beneficial interest affidavit and disclosure statement, all documents prepared by Seller for closing shall be submitted to Purchaser for review and approval at least 15 days prior to the Closing Date.

10. PURCHASER REVIEW FOR CLOSING. Except as otherwise provided for herein, Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt of such item by Purchaser or 10 days after Purchaser's exercise of the Option, whichever occurs last. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, including, without limitation, the survey or title insurance commitment pursuant to paragraphs 5 and 6 of this Agreement, or Purchaser rejects any item after delivery, Purchaser may, in its reasonable discretion, extend the Option Expiration Date or Closing Date upon written notice to Seller.

11. EXPENSES. Seller shall pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property. Each party shall pay its own attorney's fees and costs.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If the Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 60 days after Purchaser exercises the Option. However, if a defect or encumbrance not waived by Purchaser exists in the title to the Property, title commitment, survey, ESA, or any other document required to be provided or completed and executed by Seller, the closing may be delayed up to 30 days after receipt by Purchaser of documentation curing the defect or encumbrance. The place of closing shall be at Palm Beach County Property & Real Estate Management Division, 3200 Belvedere Road, West Palm Beach, FL 33406. The date and time of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by a natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Purchaser prior to the closing.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, shall have the right to enter the Property for all

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lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to the Purchaser at closing.

16. ACCESS. Seller warrants that there is direct legal and actual access to the Property over public roads or valid, recorded easements for the use and benefit of the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser to Palm Beach County, a political subdivision of the State of Florida, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of the essence with regard to all terms and conditions of this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the Option, Purchaser and Purchaser's successors and assigns will be bound by it.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit A was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, or to cut out portions of the Property affected by title defects which cannot be timely cured by Seller, the legal description to be used in the Survey and in the closing documents required by this Agreement shall be revised accordingly by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Notwithstanding the second sentence of this paragraph 24, such a revision of the legal description of the Property shall not require a written amendment to this Agreement unless Purchaser, in its sole discretion, deems that it does. Seller's execution and delivery of the closing documents containing the revised legal description and Purchaser's acceptance of said documents and of the final Survey

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containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser or Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice to the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party pursuant to this Agreement. Either party may from time to time change the address or addresses to which notices under this Agreement to such party shall be given upon three (3) days prior written notice. The effective date of any notice shall be the date of delivery if such notice is delivered by personal delivery or the date deposited in the United States mail if such notice is delivered by mail.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement and Purchaser's possession of the Property.

31. ACKNOWLEDGMENT. Purchaser acknowledges the contributions made by the Jackson Family to the heritage of Palm Beach County. The Property shall be dedicated and known as the Jackson Riverfront Pines Natural Area or similar name approved by Seller and Purchaser. An acknowledgement sign or commemorative plaque shall be placed by Purchaser on the Property and shall include a statement acknowledging the contributions made by the Jackson family to the heritage of Palm Beach County. It is Seller's understanding that Purchaser is purchasing the Property for conservation, restoration and environmental education.

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THIS AGREEMENT IS INITIALLY TRANSMITTED TO SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY SELLER ON OR BEFORE \_\_\_\_\_ THIS OFFER WILL BE VOID UNLESS PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT SELLER'S LATE EXECUTION. THE EXERCISE OF THIS OPTION IS SUBJECT TO (1) APPROVAL OF THIS AGREEMENT AND PURCHASE PRICE BY PURCHASER, (2) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE MAXIMUM APPROVED VALUE OF THE PROPERTY, AND (3) PURCHASER'S APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

THIS IS TO BE A LEGALLY BINDING AGREEMENT UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Julius J. Edelmann  
Witness as to Seller

Heida R. Edelmann  
Witness as to Seller

SELLER

Thomas C. Whitesell  
Thomas C. Whitesell

179-32-0905  
Social Security No.

11 July 06  
Date signed by Seller

Julius J. Edelmann  
Witness as to Seller

Heida R. Edelmann  
Witness as to Seller

Charon J. Whitesell  
Charon J. Whitesell

199-34-9693  
Social Security No.

11 July 06

Date signed by Seller

W. J. Whitesell  
Witness as to Seller

W. J. Whitesell  
Witness as to Seller

James J. Whitesell  
James J. Whitesell

179-32-0904  
Social Security No.

7 July 06

Date signed by Seller

12

Form Option : Revised 8-8-00

Witness as to Seller

Witness as to Seller

Date signed by Seller

Witness as to Seller

Witness as to Seller

Date signed by Seller

Witness as to Seller

Witness as to Seller

Date signed by Seller

Tallulah L. Whitesell

Social Security No.

July 7, 2006

James J. Whitesell as Trustee

James J. Whitesell, Trustee of the Dorothy Whitesell Florida Residential Interest Trust under Agreement dates March 5, 1999

Social Security No.

7 July '06

Thomas C. Whitesell, Trustee of the Dorothy Whitesell Florida Residential Interest Trust under Agreement dates March 5, 1999

Social Security No.

11 July 06

#### PURCHASER

The Conservation Fund Charitable Trust dated October 16, 1998, as Amended

The Conservation Fund, Trustee

By: Richard L. Erdmann, Vice President  
EXEC.

Date: 7/24/06

Form Option : Revised 8-8-00

Witness as to Purchaser

Tax ID No: 52-1388917

14

#### EXHIBIT "A"

From the intersection of the Westerly extension of the North line of Block 1, River Crest, according to the Plat recorded in Plat Book 4, page 45, Public Records of Palm Beach County, Florida, with the centerline of Riverside Drive, as now laid out and in use, proceed Northwesterly, along said centerline, a distance of 331.96 feet, more or less, to a line 175 feet South of and parallel to the North line of Government Lot 3, Section 25, Township 40 South, Range 42 East, also being the Point of Beginning, thence Easterly, along said parallel line, a distance of 89.93 feet; thence Northerly, at right angles to the preceding course, a distance of 175 feet to said North line of Government Lot 3; thence Westerly, along said North line of Government Lot 3, a distance of 750 feet, more or less, to the waters of the Loxahatchee River, thence Southeasterly, meandering said waters to a line 50 feet, as measured at right angles, Northwesterly of and parallel to the Northwesterly line of Lot 16, Block 3 of said plat of River Crest; thence Northeasterly, along said parallel line a distance of 268 feet, more or less, to said centerline of Riverside Drive; thence Southeasterly, along said centerline, a distance of 66.10 feet, more or less, to the Point of Beginning. Less rights of way of record for Riverside Drive.

Including the following:

From the intersection of the North Line of Government Lot 3, Section 25, Township 40 South, Range 42 East, Palm Beach County, Florida with the Southwesterly right of way line of Riverside Drive proceed S 46 degrees 34' 00" E. along said Southwesterly right of way a distance of 65.00 feet to the point of beginning; thence S. 66 degrees 56' 00" W. a distance of 260.00 feet; thence S. 26 degrees 56' 00" W. a distance of 84 feet, more or less, to the waters of the Loxahatchee River; thence Southeasterly meandering said waters, a distance of 229 feet, more or less to a line 50 feet, as measured at right angles, Northwesterly of and parallel to the northwesterly line of Lot 16, Block 3, River Crest according to the plat recorded in Plat Book 4, Page 45, Public Records of Palm Beach County, Florida; thence N. 49 degrees 06' 00" E., along said parallel line, a distance of 234 feet, more or less, to said Southwesterly right of way line of Riverside Drive; thence N. 46 degrees 34' 00" W. along said Southwesterly right of way line, a distance of 152.80 feet to the point of beginning.

Including the following described property; to wit:

Begin at the intersection of the North line of Government Lot 3, Section 25, Township 40 South, Range 42 East, Palm Beach County, Florida with the Northeasterly right of way line of Riverside Drive; thence S. 89 degrees 58' 00" E., along said North line of Government Lot 3, a distance of 231.32 feet; thence S. 00 degrees 02' 00" W. a distance of 175 feet; thence N 89 degrees 58' 00" W. a distance of 46.27 feet to said Northeasterly right of way line of Riverside Drive; thence N. 46 degrees 34' 00" W. a distance of 254.70 feet to the point of beginning.

Less any lands of Daniel Gladwin and/or Brenda Gladwin.

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SELLERS DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, James J. Whitesell, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the co-trustee (position - i.e. president, partner, trustee) of the Whitesell Florida Residential Interest Trust (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 1500 Reddy Creek Road, Quinman, GA 31643

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, complete.

FURTHER AFFIANT SAYETH NAUGHT.

James J. Whitesell Affiant  
(Print Affiant Name)

William Long Whitesell  
Notary Public  
WILLIAM LONG WHITESSELL  
NOTARY  
GEORGIA  
JULY 28, 2009  
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2006, by James J. Whitesell  
[ ] who is personally known to me or [ ] who has produced



## EXHIBIT "A"

### PROPERTY

From the intersection of the Westerly extension of the North line of Block 1, River Crest, according to the Plat recorded in Plat Book 4, page 45, Public Records of Palm Beach County, Florida, with the centerline of Riverside Drive, as now laid out and in use, proceed Northwesterly, along said centerline, a distance of 331.96 feet, more or less, to a line 175 feet South of and parallel to the North line of Government Lot 3, Section 15, Township 40 South, Range 42 East, also being the Point of Beginning; thence Easterly, along said parallel line, a distance of 800.00 feet; thence Northerly, at right angles to the preceding course, a distance of 175 feet to said North line of Government Lot 3; thence Westerly, along said North line of Government Lot 3, a distance of 750 feet, more or less, to the waters of the Loxahatchee River; thence Southeasterly, meandering said waters, to a line 50 feet, as measured at right angles, Northwesterly of and parallel to the Northwesterly line of Lot 16, Block 3 of said plat of River Crest; thence Northeasterly, along said parallel line, a distance of 268 feet, more or less, to said centerline of Riverside Drive; thence Southeasterly, along said centerline, a distance of 66.10 feet, more or less, to the Point of Beginning. Less rights-of-way of record for Riverside Drive.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY

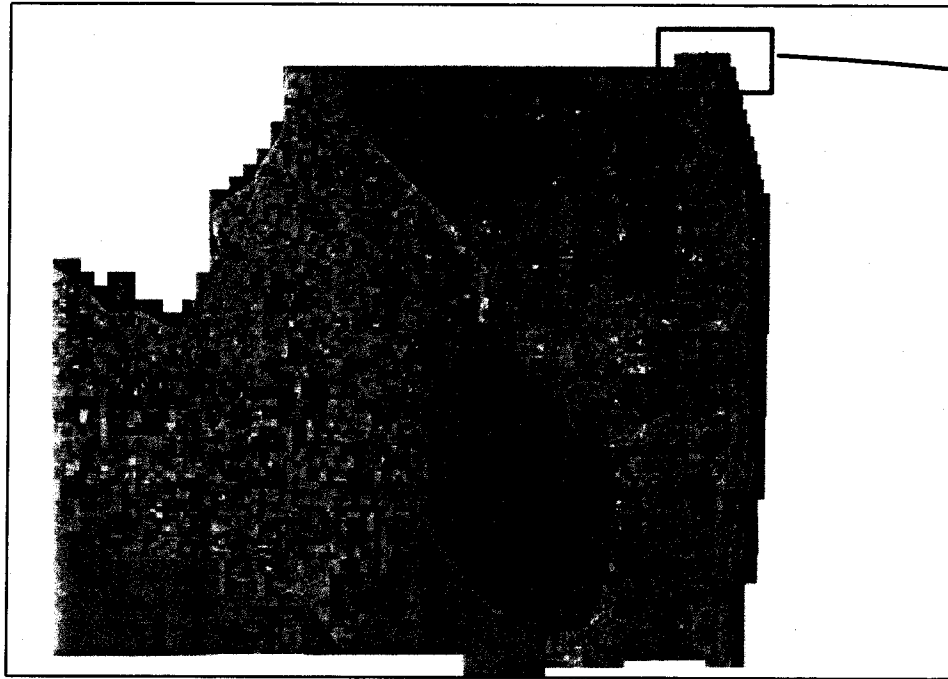
Name James J. Whitesell Address 1500 Reedy Creek Road  
Quincy, GA 31643 Percentage of Interest 50%

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

Thomas C. Whitesell 50%

James J. Whitesell 50%

# Whitesell Property Location Map



 Whitesell Property Boundary



Attachment 2

Palm Beach County  
Department of Environmental  
Resources Management  
August 2006: acs



ATTACHMENT 3

APPRAISAL SUMMARIES

FOR WHITESELL, ET. AL. PROPERTY

RECEIVED

MAY 10 2006

## **Complete Appraisal Self-Contained Report**

**Of Three (3) Separate but Contiguous Vacant Sites,  
Owned by the Whitesell Family,  
Located on the Waters of the Loxahatchee River,  
North of the Fixed Tequesta Drive Bridge,  
(Palm Beach County)  
Tequesta, FL  
ECAC File # 06-022L**

**Prepared for:  
Palm Beach County  
Property & Real Estate Management Division  
3200 Belvedere Road  
Building 1169  
West Palm Beach Florida 33406-1544**

**Prepared:  
March 10, 2006**

**As of:  
March 1, 2006**

**Prepared by:  
Timothy C. Andersen, MAI  
State Certified General Real Estate Appraiser #RZ-998**

**Palm Beach Appraisers & Consultants, Inc.  
1300 N. Congress Avenue  
West Palm Beach, FL 33409**

**This appraisal report includes confidential data that is proprietary to Palm Beach Appraisers & Consultants, Inc., and East Coast Appraisers & Consultants. It is provided to the intended user for the intended use (stated herein), and may only be used by third parties for the purpose written. Unpublished work, File #06-022L, Copyright © 2006, Palm Beach Appraisers & Consultants, Inc., and East Coast Appraisers & Consultants. All rights reserved.**

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## Palm Beach Appraisers & Consultants, Inc.

**Palm Beach Appraisers &  
Consultants, Inc.**

**1310 N. Congress Avenue  
West Palm Beach, FL 33409  
Office: (561) 689-8608  
Fax: (561) 684-8709**

**Respond to Stuart**



**Scott M. Powell, MAI  
Timothy C. Andersen, MAI**

**735 Colorado Avenue, Suite 7  
Stuart, FL 34994  
Office: (772-) 288-2560  
Fax: (772) 288-7382**

**eMail: ecac@ecapprsr.com**

March 8, 2006

Attention to: Director, Property & Real Estate Management Division

Re.: Three (3) sites on the Loxahatchee River  
Under the ownership of members of the Whitesell Family  
**ECAC File #06-022L**

Ladies and Gentlemen:

As requested, attached is a **Complete Appraisal** written in a **Self-Contained Report** format of the above referenced three (3) properties. The purpose of this report is to form three (3) separate *market value* opinions as to the current market values of these sites, in the fee simple estate, as of March 1, 2006. The intended use is to assist you, the client and sole intended user, as to the possible acquisition of these sites.

The subject properties consist of three (3) contiguous sites on the southwest side of Riverside Drive in Tequesta, Florida, all of which have frontage on the waters of the Loxahatchee River. Note that the southernmost of these sites, site 0090, has a portion of its area on the *northeast* side of Riverside Drive, which is not on the water, with the remainder of its area on the waters of the Loxahatchee. The northernmost site has residential improvements. However, these are older, in disrepair, are not currently used, and are not the site's highest and best use. We concluded that they add little, if any, value to the site, thus have not valued them herein.

We personally viewed the site, took the enclosed subject photos and performed all of the research, data verification and analyses contained herein.

**Palm Beach Appraisers & Consultants, Inc., File #06-022L**

1

22

**Palm Beach Appraisers & Consultants, Inc.**

Page 2

May 5, 2006

Director, Property &amp; Real Estate Management Division

Re: Three (3) sites on the Loxahatchee River  
Under the ownership of the Whitesell Family  
ECAC File #06-022L

This report also meets all USPAP requirements for a complete appraisal presented in a self-contained format.

As reconciled herein, our market value conclusions, assuming typical exposure times<sup>1</sup>, are:

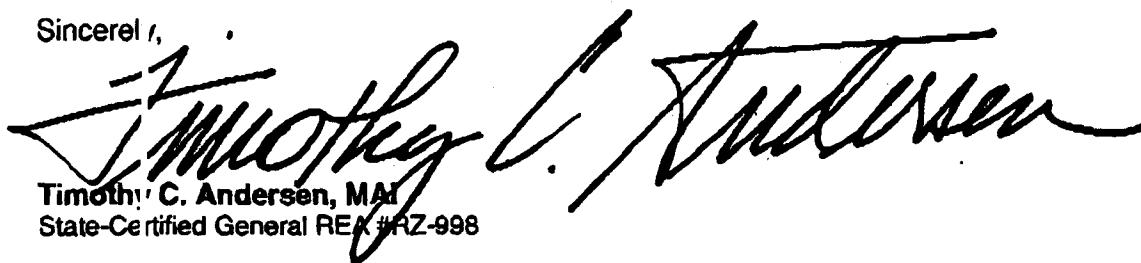
Value of 00-42-40-25-00-003-0010 @ \$2,970,000

Value of 00-42-40-25-00-003-0080 @ \$1,560,000

Value of 00-42-40-25-00-003-0090 @ \$1,300,000

Thank you for the opportunity to provide this appraisal, please telephone or e-mail us with any questions or concerns.

Sincerely,



Timothy C. Andersen, MAI  
State-Certified General REA #RZ-998

<sup>1</sup> Estimate 1 at 9 to 15-months. See Exposure Time / Marketing Period section.

**APPRAISAL OF  
THREE RESIDENTIAL PROPERTIES  
LOCATED AT  
19745 RIVERSIDE DRIVE  
JUPITER, FLORIDA**

**FOR**

**PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
C/O ROSS HERING, DIRECTOR  
DO #4100214060000000016767**

**BY**

**ROBERT B. BANTING, MAI  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ4**

**AND**

**CYNTHIA A. BENNETT  
STATE-CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER RD4014**

**WITH**

**ANDERSON & CARR, INC.  
521 SOUTH OLIVE AVENUE  
WEST PALM BEACH, FLORIDA 33401**

**DATE OF VALUE: MARCH 7, 2006  
DATE OF REPORT: MARCH 20, 2006**

**FILE NO.: 260073**



**ROBERT B. BANTIN G. MAI, SRA. PRESIDENT**  
State-Certified General Real Estate Appraiser RZ4

**FRANK J. CARDO, MAI, VICE PRESIDENT**  
**State-Certified General Real Estate Appraiser RZ1190**

**ANDERSON & CARR, INC.**

**Appraisers • Realtors**

521 SOUTH OLIVE AVENUE

JUPITER, FLORIDA 33401

[www.andersoncarr.com](http://www.andersoncarr.com)

**Telephone (561) 833-1661**

**Fax (561) 833-0234**

**March 17, 2006**

*Quality Service Since 1947*

**Ross Herin, Director  
Palm Beach County  
Property & Real Estate Management  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33401**

Dear Mr. Fering:

At your request, we have personally appraised three parcels, containing a combined site area of 2.99 acres. One of the parcels identified in this report as Parcel 1 is located at 19745 North Riverside Drive, Tequesta, Florida. The property is a 50,530 square foot site with a one story CBS residential building containing 1,992 square feet of living area, a two car garage and pool. The other two parcels are vacant and contain 33,541 and 46,173 square feet. All three sites are adjacent to each other and are located about one quarter mile south of County Line Road in a desirable residential area in the unincorporated area of Tequesta.

The purpose of this complete self-contained appraisal is to estimate the market value, fee simple estate, of the subject property as of March 7, 2006. The intended use of the report is for decision making purposes for possible purchase by the client.

**This appraisal is subject to a current certified survey verifying the size of the subject property.**

We were not provided with an environmental audit. We assumed no adverse environmental soil or sub-soil conditions are present on or near the subject site that would tend to adversely affect the value or marketability of the property. In the event that contamination is found to be present at the subject site that significantly affects value, we reserve the right to change our opinion of value.

The appraisal assumes that there are no wetlands on the property and no protected species of animals or plants that would prevent the subject from being developed to its highest and best use.

Based on market trends for this locale, the most probable use would be for development of estate type single family residences on each of the three parcels.

We have based our valuation on the Sales Comparison Approach because the Highest and Best Use is for residential development and the value lies in the land. The improvements contribute little to no value to the site. The Cost Approach to Value is not applicable.

**ANDERSON & CARR, INC.**

Ross Hering, Director  
Property & Real Estate Management  
March 17, 2006

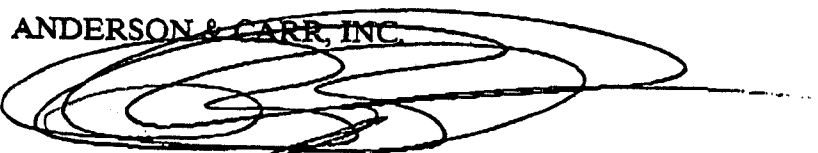
As a result of our analysis, we have developed an opinion that the market value (as defined in the report), subject to the definitions, certifications, assumptions, and limiting conditions set forth in the attached report, as of March 7, 2006, was:

**SIX MILLION SIX HUNDRED THOUSAND DOLLARS**  
**(\$6,600,000)**

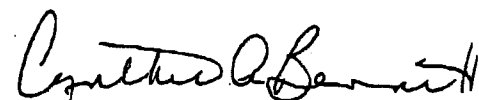
The following presents a complete appraisal in a summary report. This letter must remain attached to the report, which contains 59 pages in order for the value opinion set forth to be considered valid. Your attention is directed to the Assumptions and Limiting Conditions.

Respectfully submitted,

~~ANDERSON & CARR, INC.~~



Robert B. Banting, MAI, SRA  
State-Certified General Real Estate Appraiser RZ4



Cynthia A. Bennett  
State-Certified Residential Real Estate Appraiser RD4014

RBB/CAB:cmp

ATTACHMENT 4

Calculation of County Approved Price for Whitesell, et al., Property

PCNs = 00-42-40-25-00-003-0010  
00-42-40-25-00-003-0080  
00-42-40-25-00-003-0090

Total acres (est.) = 2.99

Appraisal Summary

Firm Name	Date of Appraisal	Appraisal Value
Palm Beach Appraisers & Consultants, Inc.	March 1, 2006	\$5,830,000
Anderson & Carr, Inc.	March 7, 2006	\$6,600,000
	Average of Appraisals	\$6,215,000

Purchase Price divided by Average Appraised Value times 100 equals Percentage of Total Value

\$3,600,000 / \$6,215,000 x 100 = 57.9%

Amount of Discount equals 100% - Percentage of Total Value =

100% - 57.9% = 42.1 % discount

ATTACHMENT 5

CLASC RECOMMENDATION LETTER FOR  
WHITESELL PROPERTY



August 9, 2006

**Department of Environmental  
Resources Management**

2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
[www.co.palm-beach.fl.us/erm](http://www.co.palm-beach.fl.us/erm)



**Palm Beach County  
Board of County  
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

**County Administrator**

Robert Weisman

Mr. Tony Masilotti, Chair  
and Members of the Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Dear Commissioners:

SUBJECT: Whitesell Property

On August 7, the Conservation Lands Acquisition Selection Committee approved the following motion by a unanimous vote

To approve and recommend to the Board of County Commissioners the acquisition of approximately 3 acres of land known as the Whitesell Property at a price of \$3,600,000 subject to County staff due diligence.

The purchase price will be paid using County Conservation Lands Bond funds.

We are pleased to recommend this acquisition, and we anticipate submitting additional recommendations to you later this year for acquisition of environmentally sensitive lands.

Sincerely,

Christine Lockhart, Vice-Chair  
Conservation Lands Acquisition Selection Committee

DKG/dwo

cc: Robert Weisman, County Administrator  
James Brako, Esq., Assistant County Attorney  
Richard Walesky, Director, Environmental Resources Management  
Elizabeth Shields Dowdle, Director, The Conservation Fund

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2007 - 0060

_____	File
_____	Finance
_____	Minutes
_____	Budget

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET Transfer

Page 1 of 1

BGEX - 380-

FUND 1999 \$75m GO Conservation Land Acquisition Fund (3001)

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	EXPENDED / ADJUSTED BUDGET	ENCUMBERED 09/22/2006	REMAINING BALANCE
<b>APPROPRIATIONS</b>								
<u>Reserves</u>								
381-9900-9917	Reserves, Property Acquisition	11,801,719	4,426,321		900,000	3,526,321	0	3,526,321
 <u>Riverfront Pines</u>								
381-E450-6101	Land	11,933	11,933	900,000		911,933		911,933
TOTAL APPROPRIATIONS & EXPENDITURES				900,000	900,000			

Environmental Resources Management  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*Richard E. W. [Signature]* 10/10/06  
*[Signature]* 10-11-06  
*[Signature]* 10/10/06

By Board of County Commissioners  
at meeting of 10/17/2006

Deputy Clerk to the  
Board of County Commissioners

2007 - **0061**

<input type="checkbox"/>	File
<input type="checkbox"/>	Finance
<input type="checkbox"/>	Minutes
<input type="checkbox"/>	Budget

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET Transfer

Page 1 of 1

BGEX - 380-

FUND 2001 \$75m GO Conservation Land Acquisition Fund (3002)

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	EXPENDED / ADJUSTED BUDGET	ENCUMBERED 09/22/2006	REMAINING BALANCE
<b>APPROPRIATIONS</b>								
<u>Reserves</u>								
381-9900-9917	Reserves, Property Acquisition	5,082,363	906,433		900,000	6,433	0	6,433
<u>Riverfront Pines</u>								
381-E450-6101	Land	0	0	900,000		900,000		900,000
TOTAL APPROPRIATIONS & EXPENDITURES				900,000	900,000			

Environmental Resources Management  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*Richard E. Walby* 10/10/06  
*James D. ...* 10-11-06  
*...* ...

By Board of County Commissioners  
at meeting of 10/17/2006

Deputy Clerk to the  
Board of County Commissioners

2007 - 0062

_____	File
_____	Finance
_____	Minutes
_____	Budget

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET \_\_\_\_\_ Transfer \_\_\_\_\_

Page 1 of 1

BGEX - 380-

FUND Natural Areas Fund (1226)

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED / ENCUMBERED 09/22/2006	REMAINING BALANCE
<b>APPROPRIATIONS</b>								
<u>Reserves</u>								
380-3195-9909	Reserves, Improvement Program	8,515,977	2,851,977		1,836,000	1,015,977	0	1,015,977
<u>Riverfront Pines</u>								
380-E450-6101	Land	0	0	1,836,000		1,836,000		1,836,000
TOTAL APPROPRIATIONS & EXPENDITURES				1,836,000	1,836,000			

Environmental Resources Management  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*Richard E. Walley* 10/10/06  
*John B. ...* 10-11-06  
 10/11/06

By Board of County Commissioners  
at meeting of 10/17/2006

Deputy Clerk to the  
Board of County Commissioners



Attachment 7



**Department of Environmental  
Resources Management**

2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
[www.co.palm-beach.fl.us/erm](http://www.co.palm-beach.fl.us/erm)

**Palm Beach County  
Board of County  
Commissioners**

Tony Masilotti, Chairman  
Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

**County Administrator**

Robert Weisman

October 6, 2006

Palm Beach County Resident  
Riverside Drive  
Jupiter, FL 33469

CERTIFIED, RETURN  
RECEIPT REQUESTED

Dear Resident:

**SUBJECT: NOTICE OF PROPOSED COUNTY NATURAL AREA AT  
19745 NORTH RIVERSIDE DRIVE**

Palm Beach County is considering the acquisition of the three acre Whitesell property located at 19745 Riverside Drive, Jupiter, Florida. This land would be purchased for conservation and passive recreation using monies provided by the Conservation Lands Bond program. If the purchase is approved by the Board of County Commissioners (BCC), a management plan would be developed identifying the uses of the property as a natural area.

Such uses would generally include a small parking lot (up to 20 spaces), pathways, trails, observation areas along the river and a small launch area for canoes and kayaks. It is also possible that the existing house on the property would also serve as a small nature center.

The above item will go before the BCC for discussion/approval during the BCC's October 17, 2006 meeting. If you would like to voice comments either in support of, or against, the County's proposed purchase and use of the Whitesell property, you are encouraged to attend the October 17, 2006 BCC meeting at 9:30 AM on the 6<sup>th</sup> Floor, 301 North Olive Avenue, West Palm Beach, Florida, 33401. Alternatively, you may submit written comments to your District Commissioner (Commissioner Karen Marcus, [kmarcus@co.palm-beach.fl.us](mailto:kmarcus@co.palm-beach.fl.us)) at the above address or to me at Environmental Resources Management.

Should you have any questions concerning this project, or need any additional information, you may contact me at 561/233-2400 or Sandy Mann at 561/233-2489.

Sincerely,

A handwritten signature in cursive script that reads "Richard E. Walesky".

Richard E. Walesky, Director  
Environmental Resources Management

REW:si

