

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:** March 13, 2007

(X ) Consent

☐ 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** the donation of a 0.99-acre preserve parcel from Tierra del Sol at Jupiter, LLC (Tierra del Sol) to be added to the Jupiter Ridge Natural Area and managed by the County's Department of Environmental Resources Management (ERM), subject to satisfactory completion of County due diligence;

**B) accept** the donation from Tierra del Sol of a perpetual ingress and egress easement on a 0.53-acre portion of the Jupiter Riverwalk adjoining the 0.99-acre parcel, for management of the natural area, subject to satisfactory completion of County due diligence;

**C) accept** a donation of \$10,000 from Tierra del Sol for the long-term maintenance and management of the preserve; and

**D) approve** a budget amendment of \$10,000 in the Natural Areas Stewardship Endowment Fund.

**Summary:** On February 21, 2006, the Town of Jupiter approved the site plan (Resolution 12-06) for a 20-unit multifamily residential project known as “The Ridge” on a 4.1-acre tract located on the west side of U.S. Highway 1, south of Indiantown Road, adjacent to the County-managed Jupiter Ridge Natural Area. The conditions of approval required the owner to dedicate a 0.99-acre preserve to the County, to grant an access easement to the County over a 0.53-acre portion of the Jupiter Riverwalk, and to provide \$10,000 to the County for management of the preserve. Tierra del Sol at Jupiter, LLC purchased the property on July 7, 2006 and changed the name of the development to “Tierra del Sol.” The proposed donations meet all criteria required specified in the Policy for Acceptance of Conservation Lands approved by the Board on July 11, 2006 (7C-1). District 1 (JMB) (Continued on Page 3.)

**Attachments:**

1. Location Map
2. Letter of Request from Tierra del Sol at Jupiter, LLC (includes ingress and egress easement)
3. Policy for the Acceptance of Conservation Lands
4. Disclosure of Beneficial Interests – Tierra del Sol at Jupiter, LLC
5. Budget Amendment

**Recommended by:**

**Department Director**

Date \_\_\_\_\_

**Approved by:**

County Administrator

Date \_\_\_\_\_

## **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>25</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>
<b>External Revenues</b>	<u>&lt;\$10,200&gt;</u>	<u>(400)</u>	<u>(400)</u>	<u>( 400)</u>	<u>( 400)</u>
<b>Program Income (County)</b>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<b>In-Kind Match (County)</b>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<b>NET FISCAL IMPACT</b>	<u>&lt;\$10,175&gt;</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<b>Is Item Included in Current Budget?</b>	<div> <div>Yes <u>        </u></div> <div>No <u>  X  </u></div> </div>				
<b>Budget Account No.:</b>	<b>Fund</b> <u>        </u>	<b>Department</b> <u>        </u>	<b>Unit</b> <u>        </u>	<b>Object</b> <u>        </u>	
	<b>Program</b> <u>        </u>				


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

The County will receive \$10,000 to be placed in the Natural Areas Stewardship Endowment Fund to generate revenues for the long-term management of the donated preserve property(interest). Based on 4% interestrate, is approx. \$400 annually, and the annual maintenance cost of the property will be \$50.

### C. Department Fiscal Review:

### III. REVIEW COMMENTS

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

 3-1-07  
 OMB CN 02/26/07  
 Contract Development and Control 3/2/07  
 B. Legal Sufficiency: 2/13/07

**B. Legal Sufficiency:**

James Burke 3/6/07  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

(Continued from Page 1):

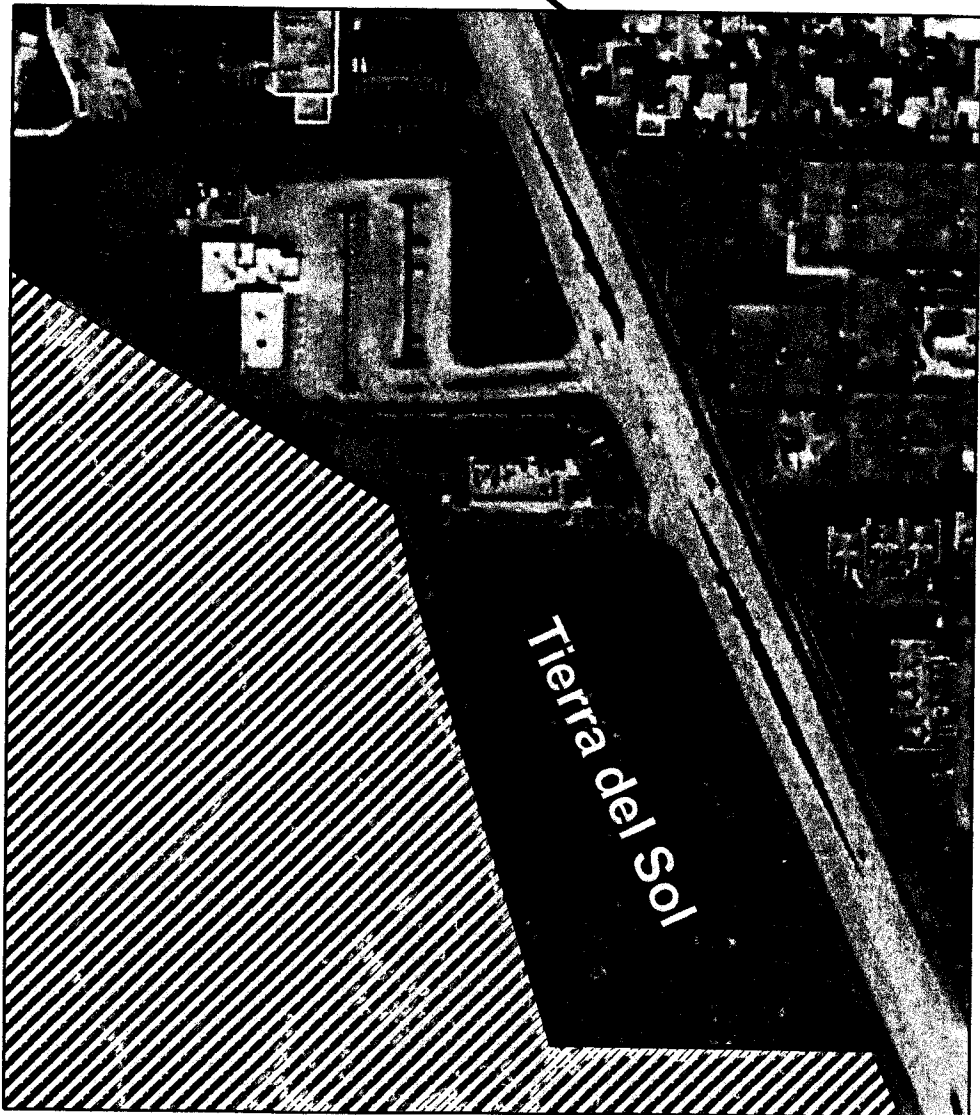
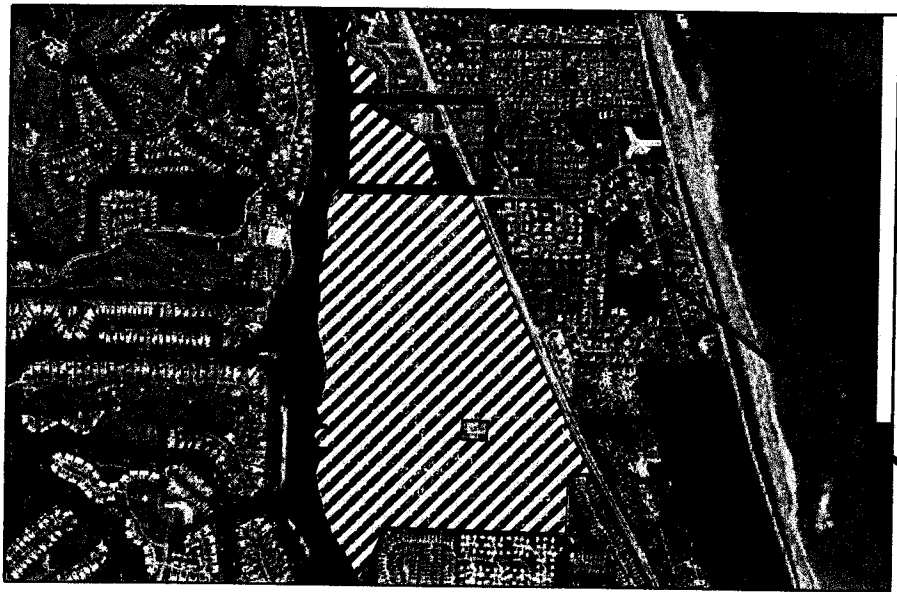
**Background and Justification:** The Jupiter Ridge Natural Area is a 272-acre tract located on the west side of U.S. Highway 1 in the Town of Jupiter, approximately one mile south of Indiantown Road. Palm Beach County purchased approximately 267 acres in 1992 and 1993 with matching funds from the State and has a 50-year management lease from the Board of Trustees of the Internal Improvement Trust Fund for these lands. The County also owns several small adjacent parcels obtained through other means that are managed as part of the natural area. Tierra del Sol has approval for a townhouse development on an adjacent 4.1-acre tract. The Town of Jupiter's approval (Resolution 12-06) required Tierra del Sol to dedicate a 0.99-acre parcel to the County, grant an access easement to the County on a 0.53-acre portion of the Riverwalk adjoining the 0.99-acre parcel, and contribute \$10,000 to the County's Natural Areas Stewardship Endowment Fund. The 4.1-acre tract was formerly referred to as the "Mayes tract" on the County's acquisition lists for the 1991 and 1999 bond referenda and on the State's Conservation and Recreational Lands acquisition list. The 0.99-acre preserve to be donated contains high-quality Florida scrub vegetation that supports listed species, including four-petal pawpaws, Florida scrub-jays, and gopher tortoises. Town Ordinance No. 54-05 (February 11, 2006) changed the land use on the 0.99-acre preserve to Conservation, and Town Ordinance No. 33-06 (August 15, 2006) rezoned the preserve to Conservation/Preservation.

On July 11, 2006 the Board approved a Policy for the Acceptance of Conservation Lands (7C-1; Attachment 3), whereby the County may accept, on a case-by-case basis, an interest in conservation lands from developers or homeowners' associations. The donation of the 0.99-acre preserve meets the criteria listed in the policy, and staff recommends that the donation be accepted. The County will benefit from the donations of the preserve, ingress and egress easement and management funds. The preserve will provide an exceptional benefit to the natural area by adding desirable habitat for listed species, the ingress and egress easement will provide access to manage and maintain the preserve, and the financial contribution will provide funds for management activities. The preserve will be incorporated into the adjacent Jupiter Ridge Natural Area and managed by the County's Department of Environmental Resources Management (ERM) as part of that site.

Acceptance of the donations will be subject to the County's satisfactory completion of due diligence. The 0.99-acre preserve parcel will be deeded in fee simple via Statutory Warranty Deed. The ingress and egress easement will be non-exclusive and in the form substantially in accordance with the draft attached to the Letter of Request (Attachment 2). Tierra del Sol has provided an environmental site assessment (ESA), and will provide a title insurance policy and pay for all recording and transfer costs associated with the deed and the easement. Although the ESA does not meet current ASTM criteria, and is almost two years old, site conditions remain essentially unchanged from the date of report preparation. Facilities Compliance staff has determined that a new Phase I ESA is not warranted, but ERM staff will conduct a re-inspection shortly before the closing to make sure that there are no new solid waste issues. The \$10,000 donation will be received at the time the property is deeded to the County, and will be placed in the Natural Areas Stewardship Endowment Fund. The donations are anticipated to be completed in April 2007.




Location of Preserve Parcel  
to be Donated

Attachment 1



Palm Beach County  
Department of Environmental  
Resources Management  
February 2007: acs



-  Tierra del Sol Boundary
-  Jupiter Ridge Natural Area
-  Preserve Parcel

0 75 150 300 450 600 Feet

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**The Law Office of  
JOSEPH D. GROSSO, JR., P.A.  
Attorney at Law**

Attachment 2

Tel: (772) 220-3496

614 SE Central Parkway  
Stuart, Florida 34994

Fax: (772) 220-2744

February 12, 2007

**VIA FACSIMILE AND U.S. MAIL**

Mr. Tripp Cioci  
Real Estate Specialist  
Palm Beach County  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406

RE: Tierra del Sol at Jupiter

Dear Tripp:

I am writing in confirmation of several matters following our telephone conversation.

Tierra del Sol at Jupiter owns certain real property located in the Town of Jupiter, Palm Beach County, Florida. A copy of the deed whereby Tierra del Sol at Jupiter, LLC acquired title to the property is enclosed. Tierra del Sol at Jupiter has previously made formal request that the County's Department of Environmental Resource Management accept the conveyance of that property shown as Tract "C" on the proposed plat of Tierra del Sol at Jupiter. You may recall that the Town of Jupiter's development approval (Resolution 12-06) required that the parcel be dedicated to Palm Beach County. However, it has since been determined to actually convey the property by Statutory Warranty Deed. Conveying Tract "C" to ERM satisfies this condition of approval. Along with the conveyance of Tract "C", Tierra del Sol at Jupiter shall grant an access easement to the County over that property shown as Tract "B" on the proposed plat of Tierra del Sol at Jupiter for access to Tract "C". The access easement shall be substantially in accordance with the proposed easement enclosed with this letter. The closing of the conveyance of the foregoing and delivery of a donation to Palm Beach County's Natural Areas Stewardship Endowment Fund in the amount of \$10,000 shall occur as soon as practicable following approval by the Board of County Commissioners and the recording of the plat.

It is my understanding that this item is to be placed on the agenda for the March 13, 2007 Board of County Commissioners meeting.

Sincerely,

  
Joseph D. Grosso, Jr., Esq.

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Record and Return to: (enclose self-addressed stamped envelope)

CFN 20060405134  
OR BK 20587 PG 0041  
RECORDED 07/11/2006 13:35:24  
Palm Beach County, Florida  
AMT. 8,000,000.00  
Doc Stamp 56,000.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0041 - 42; (2pgs)

**This Instrument Prepared by:**

Donald M. Allison, Esq.  
Gillespie & Allison, P.A.  
1515 South Federal Highway,  
Suite 306  
Boca Raton, FL 33432

SPACE ABOVE THIS LINE FOR RECORDING DATA

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 7<sup>th</sup> day of July, 2006, by and between STATESIDE JUPITER, LLLP, a Florida limited liability limited partnership (f.k.a Stateside Jupiter, Ltd., a Florida limited partnership), "Grantor", and TIERRA DEL SOL AT JUPITER, LLC, a Florida limited liability company, as "Grantee", and whose Post Office Address is 614 S.E. Central Parkway, Stuart, FL 34994.

**WITNESSETH**

THAT THE GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, demises, releases, and conveys to the said Grantee, and Grantee's successors and assigns forever, the following described real property, situate, lying and being in Palm Beach County, Florida, to-wit:

That part of the South 549.1 feet of Government Lot 3, Section 8,  
Township 41 South, Range 43 East Lying West of the Westerly  
right-of-way of State Road No. 5 (U.S. highway No. 1)

Parcel I.D. 30-43-41-08-00-003-0011

THIS CONVEYANCE IS SUBJECT to the following:

1. Taxes and assessments for the year 2006 and subsequent years.
2. Conditions, restrictions, limitations and easements of record.

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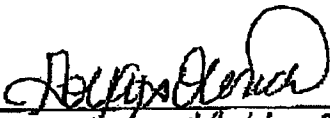
3. Zoning ordinances of the governmental agencies having jurisdiction over the said Property.
4. Easement for ingress and egress for pedestrian and vehicular purposes.

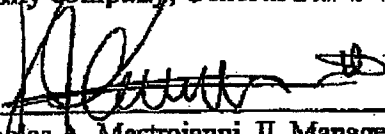
The Grantor fully warrants the title to the above described Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer(s) this day and year first above written.

STATESIDE JUPITER, LLLP, a Florida limited liability limited partnership

By: ALLIED GP, LLC, a Florida limited liability company, General Partner

  
Printed Name: Holly A. Olerich

By:   
Nicholas A. Mastroianni, II, Manager

  
Printed Name: Christine Mastroianni

STATE OF FLORIDA       )  
                                      )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Nicholas A. Mastroianni, II, as the Manager of ALLIED GP, LLC, a Florida limited liability company, as the General Partner, of STATESIDE JUPITER, LLLP, a Florida limited liability limited partnership being personally known to me or who have produced his Florida drivers licenses as identification and who has executed the foregoing instrument, and who acknowledged before me that he executed the same for the purpose herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above stated State and County, this 24th day of June, 2006.



Holly A. Olerich  
MY COMMISSION # DD197284 EXPIRES  
May 7, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

  
Notary Public, State of Florida

This Instrument Prepared By and Return To:  
Joseph D. Grosso, Jr., Esq.  
614 SE Central Parkway  
Stuart, Florida 34994

**TIERRA DEL SOL AT JUPITER  
INGRESS AND EGRESS EASEMENT TO PALM BEACH COUNTY**

THIS EASEMENT AGREEMENT (the "Easement Agreement") is given on this \_\_\_\_ day of \_\_\_\_\_, 2007, by TIERRA DEL SOL AT JUPITER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, which has an address of 900 Route 9 South, Suite 301, Woodbridge, NJ 07095 ("Grantor") to PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (referred to as "Grantee"), which has an address of 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a certain parcel of land situated in Palm Beach County, more particularly described below (the "Grantor Property"):

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

**WHEREAS**, Grantor intends to convey to Grantee that certain conservation and preservation area which is located adjacent to the Grantor Property more particularly described below (the "Conservation and Preservation Area"):

See Exhibit "B" attached hereto and made a part hereof.

**WHEREAS**, Grantee requires access to the Conservation and Preservation Area; and

**WHEREAS**, Grantor has agreed to grant Grantee a non-exclusive perpetual easement on, over and across the Grantor Property as more particularly described herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt whereof is acknowledged, Grantor agrees as follows:

1. Recitals. The foregoing recitals are true and correct as of the date hereof, and the same are incorporated into this Easement Agreement.
2. Grant of Easement. Grantor hereby grants, makes, declares and imposes upon the Grantor Property a non-exclusive, perpetual easement to and in favor of Grantee, for pedestrian and vehicular ingress, egress and access to, from, over, upon and across the Grantor Property to and from the adjacent conservation and preservation areas for the purpose of management, control and maintenance of such areas.
3. Reservations. Grantor hereby reserves all rights of use in and to the Grantor Property, including the right to cross and use, and grants to others the right to cross and use the sub-surface, the surface of, and air space over the Grantor Property for pedestrian related purposes for the installation and maintenance of utilities, drainage and construction and maintenance of improvements upon, over, under and adjacent to the Grantor Property, provided the rights granted do not unreasonably interfere with the rights herein granted to Grantee.
4. Security and Compliance with Laws. Grantor shall have no obligation to provide security with respect to or over any portion of the Grantor Property. All persons entering on the Grantor Property shall



enter at their own risk. Grantor shall have no liability for acts or omissions arising or connected with the Grantor Property, except to the extent that such acts or omissions constitute negligence or intentional misconduct by Grantor. Nothing in this Easement Agreement shall be construed as Grantee having agreed to indemnify Grantor, nor shall anything herein be construed as constituting a waiver or limitation of Grantee's sovereign immunity rights under Section 768.28 of the Florida Statutes (2005). Grantee shall enforce all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations for which it has the authority to enforce.

5. Term. The rights granted hereunder shall be in perpetuity, unless sooner terminated with the mutual consent of Grantor (or its successors and assigns) and Grantee (or its successors and assigns).

6. Acknowledgment. Grantee hereby acknowledges that the Grantor Property is part of the Jupiter Riverwalk and shall be conveyed to the Town of Jupiter, subject to the rights of the Grantee herein.

7. Enforcement. Enforcement of the terms and provisions of this Easement Agreement shall be at the reasonable discretion of Grantee, and any forbearance on the part of Grantee to exercise their rights under this Easement Agreement in the event of a breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

8. Severability. If any provision of the Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement Agreement shall not thereby be affected, as long as the purposes of the Easement Agreement are preserved.

9. Covenants of Title. Grantor covenants that Grantor is lawfully seized of the Grantor Property in fee simple; that the Grantor Property is free and clear of all encumbrances that are inconsistent with the terms of the Easement Agreement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey the rights and easements provided in the Easement Agreement; and Grantor fully warrants and defends the title to the Grantor Property against the lawful claims of all persons whomsoever.

10. Runs with the Land. The provisions of the Easement Agreement shall run with title to the Grantor Property and shall be an easement appurtenant to the Conservation and Preservation Area and shall be for the benefit of, and be binding upon, Grantor and Grantee and their respective successors and assigns.

11. Amendments; Termination. The Easement Agreement may be amended, modified, restated or terminated with the mutual consent of Grantor (or its successors and assigns) and Grantee (or its successors and assigns).

12. Construction. The section headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Easement Agreement have participated fully in the negotiation of the Easement Agreement and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. In construing the Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders. Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships and other entities.

13. No Dedication. The grant of easement contained herein is for the use and benefit of Grantee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

14. Miscellaneous. This Easement Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Easement Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement on the day and year first above written.

Witnesses:

TIERRA DEL SOL AT JUPITER, LLC, A FLORIDA  
LIMITED LIABILITY COMPANY

Sign: \_\_\_\_\_

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

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

HARVEY SCHULTZ

ITS MANAGER

Sign: \_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, HARVEY SCHULTZ, AS MANAGER OF TIERRA DEL SOL AT JUPITER LLC, A FLORIDA LIMITED LIABILITY COMPANY, to me known to be the person described in or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

//

**EXHIBIT "A"**  
**to Easement Agreement**

**"GRANTOR PROPERTY"**

A PARCEL OF LAND LYING IN THE SOUTH 549.10 FEET OF  
GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST,  
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID  
GOVERNMENT LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF  
STATE ROAD NO. 5 (U. S. HIGHWAY ONE) AS RECORDED IN ROAD  
PLAT 2, PAGE 110, PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA; THENCE N89°06'33"W ALONG SAID SOUTH LINE OF GOVERNMENT  
LOT 3 (BEARING BASIS), 31.69 FEET ; THENCE N22°53'15"W, 60.28  
FEET; THENCE N89°06'33"W, 232.94 FEET; THENCE N28°15'11"W,  
126.53 FEET; THENCE N22°53'15"W, 234.52 FEET; THENCE N02°57'48"W,  
123.19 FEET; THENCE N45°00'00"W, 25.70 FEET; THENCE N89°06'33"W,  
49.23 FEET TO THE INTERSECTION WITH THE GOVERNMENT MEANDER LINE  
(AS SURVEYED IN 1855); THENCE N16°08'47"W ALONG SAID MEANDER  
LINE, 29.29 FEET TO THE INTERSECTION WITH THE NORTH LINE OF  
THE SOUTH 549.10 FEET OF SAID GOVERNMENT LOT 3;  
THENCE S89°06'33"E ALONG SAID NORTH LINE, 98.23 FEET;  
THENCE S02°57'48"E, 163.11 FEET; THENCE S22°53'15"E, 228.96  
FEET; THENCE S28°15'11"E, 100.84 FEET; THENCE S60°50'25"E,  
18.15 FEET; THENCE S89°06'33"E, 227.74 FEET TO THE INTERSECTION  
WITH SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5;  
THENCE S22°53'15"E ALONG SAID WEST RIGHT-OF-WAY LINE, 87.60  
FEET TO THE POINT OF BEGINNING.

CONTAINING 23,113 SQUARE FEET, MORE OR LESS.

**EXHIBIT "B"**  
**to Easement Agreement**

**"CONSERVATION AND PRESERVATION AREA"**

A PARCEL OF LAND LYING IN THE SOUTH 549.10 FEET OF GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U. S. HIGHWAY ONE) AS RECORDED IN ROAD PLAT 2, PAGE 110, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°06'33"W ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3 (BEARING BASE), A DISTANCE OF 31.69 FEET TO THE POINT OF BEGINNING; THENCE N22°53'15"W ALONG A LINE 29.00 FEET WEST OF AND PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, 60.28 FEET, THENCE N89°06'33"W, 232.94 FEET; THENCE N28°15'11"W, 126.53 FEET; THENCE N22°53'15"W, 234.52 FEET; THENCE N02°57'48"W, 123.19 FEET; THENCE N45°00'00"W, 25.70 FEET; THENCE N89°06'33"W, 49.23 FEET TO THE INTERSECTION WITH THE GOVERNMENT MEANDER LINE (AS SURVEYED IN 1855); THENCE S16°08'47"E ALONG SAID MEANDER LINE, 545.02 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF GOVERNMENT LOT 3; THENCE S89°06'33"E ALONG SAID SOUTH LINE, 329.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,298 SQUARE FEET, MORE OR LESS.

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**CONSENT AND JOINDER  
OF MORTGAGEE**

This CONSENT AND JOINDER is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Commerce Bank/North, a New Jersey banking corporation ("Mortgagee"), the holder of a Mortgage, which is recorded in Official Records Book 20587, Page 43, and Assignment of Leases and Rents recorded in Official Records Book 20587, Page 87, and UCC Financing Statement recorded in Official Records Book 20587, Page 102, and re-recorded in Official Records Book 20613, Page 1171, all of the Public Records of Palm Beach County, Florida, which encumbers the Grantor Property as described above.

Mortgagee hereby executes this Consent and Joinder for the purpose of expressing its consent to the foregoing Tierra del Sol at Jupiter Ingress and Egress easement in favor of Palm Beach County and hereby agrees that the lien and operation of the Mortgage shall be subordinate to the terms and conditions of the foregoing Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed, sealed and delivered  
in the presence of:

Commerce Bank/North, a New Jersey banking  
corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing "Consent and Joinder of Mortgagee" instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Commerce Bank/North, a New Jersey banking corporation its successors and/or assigns as their, on behalf of the bank, who did take an oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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### **POLICY FOR THE ACCEPTANCE OF CONSERVATION LANDS**

Palm Beach County ("County") will consider the acceptance of conservation lands to be donated to the County for management by the Department of Environmental Resources Management ("ERM") on a case-by-case basis. In order to donate conservation lands to the county, the party or parties owning the conservation lands must send a written request to ERM for evaluation. The written request must include proof of ownership of the property and authority to convey an interest in the property to the County. ERM will review the request, using the following considerations as guidelines to determine if acceptance of the conservation lands will further the goals of ERM and the County's Natural Areas Program:

- 1) Will the conservation lands be conveyed to the County by way of a long-term non-revocable lease and management agreement (i.e., agreement for more than fifty (50) years) or deeded fee simple to the County?; and
- 2) Is the conservation land: a) immediately adjacent to and contiguous with an existing natural area managed by ERM and is it configured such that its inclusion into the adjacent natural area will provide an exceptional benefit to the management of the natural area by adding desirable habitat for listed species or evening-out or squaring-off the natural area's boundaries; or b) not immediately adjacent to an existing natural area but consisting of at least 15 acres of scrub or scrubby flatwoods habitats or 50 acres or more of other wetland/upland habitat type?; and
- 3) Is the conservation land a continuous piece of property that is not affected by roads, structures, irregular boundaries or other configurations that would make management of the preserve more difficult or costly?; and
- 4) Is the conservation land free of nonnative or invasive vegetation (i.e., less than 5% coverage)?; and
- 5) Is the conservation land currently in compliance with any and all permit requirements associated with the property, including but not limited to any monitoring, reporting, and survivorship requirements specified in all applicable permits?; and
- 6) Is the conservation land clear of restrictions, such that it can be included into an adjacent natural area and managed subject to both the County's Natural Areas Ordinance (94-13) and other land management activities that ERM deems necessary to maintain or restore native vegetation communities within the conservation land, such as prescribed burns?; and
- 7) Is the conservation land clear of restrictions such that public access on the property is allowed for passive resource-based recreational and educational activities?; and
- 8) Will the conservation lands donation be accompanied by a financial commitment from the donating entity (e.g., a developer or a homeowners' association) to fund the management and maintenance cost (as determined by ERM) to preserve land in perpetuity, either through an endowment trust fund or an annual assessment fee that will be adjusted annually, based on the inflation rate as tied to the consumer price index?; and
- 9) Will the party/entity donating the conservation lands pay all costs associated with the donation, including but not limited to title commitment, surveys, recording fees, and taxes?

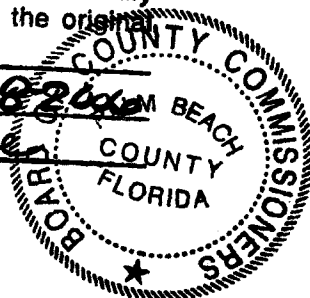
If during the evaluation by ERM, the considerations numbered 1-9 are all answered in the affirmative, ERM will recommend to the Board of County Commissioners ("BCC") that the conservation lands be accepted by the County for management by ERM. If the answer to any of the above cited 9 considerations is negative, ERM will recommend approval or denial of the

management request based on the given circumstances and overall environmental benefit of accepting the conservation lands. ERM may also look at additional factors, including but not limited to, the following:

1. Does the conservation land contain storm water retention areas that perform primary stormwater treatment?; and
2. Does the conservation land contain water control structures that will need to be operated and maintained by ERM?; and
3. Will the donating entity agree that it will not object to the County's future land management activities, including but not limited to prescribed burns, vegetation removal by mechanical methods or herbicide treatments, and hydrologic alterations (unless they adversely affect drainage on the adjacent parcels) within the conservation land and/or natural area?

After evaluation of all of the above cited considerations, ERM will make a recommendation to the BCC. The recommendation will include the rationale for the recommendation and identification of any potential impacts to the County, such as costs for the land management activities or the need for increased staffing to manage the conservation lands. If the recommendation is to accept the conservation lands donation, ERM will work with the County Attorney's Office ("CAO") and the Property and Real Estate Management Division ("PREM") to prepare the necessary agenda item for the BCC to consider accepting the conservation lands for management by ERM. If the BCC votes to accept the conservation lands donation and the associated land management responsibilities, ERM will work with the CAO and PREM to close any necessary real estate transactions and establish any needed funding mechanisms for the management activities. If the recommendation is to not accept the donation or long term lease and management agreement, the requesting party or parties will be notified of the decision in writing and thanked for the opportunity to consider the donation.

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk & Comptroller certify  
this to be a true and correct copy of the original  
filed in my office on JUL 11 2006  
dated at West Palm Beach, FL on 7-18-2006  
By Judith Crostiles  
Deputy Clerk





**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, Harvey A. Schultz, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

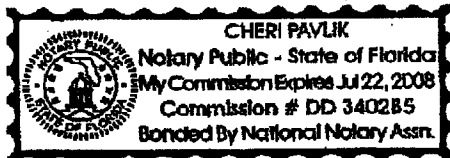
1. Affiant is the Manager of Tierra del Sol at Jupiter, LLC, a Florida limited liability company (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 900 Route 9 South, Woodbridge, New Jersey, 07095.
3. Attached 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 accepting the conveyance 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, correct, and complete.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Harvey A. Schultz

The foregoing instrument was acknowledged before me this 20 day of DECEMBER 2006,  
by Harvey A. Schultz [ X ] who is personally known to me or [    ] who has produced  
as identification and who did take an oath.



[Signature]  
Notary Public  
Cheri Pavlik  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

7/22/08  
My Commission Expires:

01/02/2007 16:37 1122202144

JD GROSSO ON 114

**EXHIBIT "A"**

**PROPERTY**

That part of the South 549.1 feet of Government Lot 3, Section 8, township 41 South, Range 43 East, lying West of the Westerly Right-of-Way of State Road No. 5 (U.S. Highway No.1), Palm Beach County, Florida.

**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY**

1. Tierra del Sol at Jupiter, LLC- ownership interest:
  - a. 50% Pyramid Jupiter, LLC
  - b. 50% Sterling Jupiter, LLC
2. Pyramid Jupiter, LLC- ownership interest:
  - a. 25% Harvey A. Schultz
  - b. 25% Jonathan B. Schultz
  - c. 25% Steven M. Schultz
  - d. 25% John A. Saraceno, Jr.
3. Sterling Jupiter, LLC- ownership interest:
  - a. 33.3% Steven Katz
  - b. 33.3% Wayne Zuckerman
  - c. 33.3% Joseph Forgione

2007 -

BGEX - 380- 0207070000000000999

BGRV - 380- 02070700000000000283

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT  
FUND 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED 12/28/2006	REMAINING BALANCE
<b><u>REVENUES</u></b>							
<u>Natural Areas Management</u>							
380-3162            4399 Oth Physical Environment Rev	208,000	208,000	75,000		283,000		
<b>TOTAL RECEIPTS &amp; BALANCES</b>	14,888,593	15,338,841	75,000	0	15,413,841		
<b><u>EXPENDITURES</u></b>							
<u>Reserve-Natural Areas Stwdship</u>							
380-3195            9909 Res-Improvement Progrm	8,515,977	2,124,380		75,000	2,049,380		2,049,380
<u>Natural Areas Management</u>							
380-3162            3401 Other Contractual Services *	726,932	1,526,932	150,000	0	1,676,932	896,206	780,726
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	14,888,593	15,338,841	150,000	75,000	15,413,841		

Environmental Resources  
Management

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

*Richard E. Eubank*            2/21/07

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 13, 2007

Deputy Clerk to the  
Board of County Commissioners

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