

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--|------------|------------|------------|------------|------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>500</u> | <u>500</u> | <u>500</u> | <u>500</u> | <u>500</u> |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>500</u> | <u>500</u> | <u>500</u> | <u>500</u> | <u>500</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes No _____
 Budget Account No.: Fund 1226 Department 380 Unit 3162 Object 3401
 Program _____

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

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments: *\$500 estimated annual cost to maintain property.*

[Signature] 10-30-07
 OFMB
 10/30/07

[Signature] 11/16/07
 Contract Development and Control
 10/31/07

B. Legal Sufficiency:

[Signature] 11/2/07
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

(Continued from page 1):




be delivered to the District at closing to be recorded immediately following the Quitclaim Deed from the District. A Conservation Easement will be granted to the District over the five hundred foot (500') wide corridor previously reserved for the extension of PGA Boulevard once the comprehensive plan amendments deleting the Scripps project at Mecca Farms have been finalized.
District 1 (JMB)

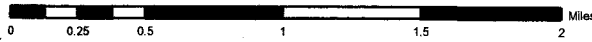
Background and Justification: The 1,485.27 acre Sandhill Crane property was purchased by the District from the MacArthur Foundation in 1999 with the intention of giving the land management responsibilities to the County so that it could be managed as part of the Loxahatchee Slough Natural Area. The Sandhill Crane property is being donated to the County for conservation purposes in exchange for a Deed of Conservation Easement over the Loxahatchee Slough Natural Area. The County will manage the habitat and species of the Sandhill Crane property while the District will retain its responsibilities to manage the water flowing through the C-18 canal.



The County's acquisition of 1,485.27 acres as an addition to the Loxahatchee Slough Natural Area, in exchange for a Deed of Conservation Easement to the District over 12,363.43 acres of land within the Loxahatchee Slough Natural Area, is a mutually beneficial transaction. The Deed of Conservation Easement adds another layer of protection to the conservation lands managed as Loxahatchee Slough Natural Area. The canal easement and restriction that the Sandhill Crane property be used for conservation purposes are not burdensome to the County because the rest of the Loxahatchee Slough Natural Area was identified as conservation lands or environmentally sensitive lands prior to acquisition and the entire area will be managed by the County as conservation land.



Location of the Sandhill Crane Tract and the "Easement Parcel"

-  C-18 Canal Easement Parcel
-  Natural Area Boundary
-  Sandhill Crane Boundary




 Palm Beach County's
 Department of Environmental
 Resources Management

 October 2007, LB

Attachment 1

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

Prepared by:
Holly Walter, Esq.
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

Project: Loxahatchee Slough
Tract Nos.:

QUITCLAIM DEED

THIS INDENTURE made this ___ day of _____, _____, between **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, with its principal mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33426-4680, Palm Beach County, Florida, hereinafter referred to as the "District", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, hereinafter referred to as the "County".

WITNESSETH:

That the District, for good and valuable consideration, the receipt of which is hereby acknowledged by these presents does remise, release and quitclaim unto the County, its successors and assigns forever, the following described lands, situate, lying and being in Palm Beach County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Premises")

The District reserves for itself and its successors and assigns, forever, an exclusive perpetual canal right of way easement (the "Easement") in, over, across, on, under and through that portion of the Premises described in Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Parcel"), for any and all purposes deemed by the District to be necessary, convenient, incident to, or in connection with: (a) the development and regulation of dams, impoundments, reservoirs, and other works; (b) the provision of water storage for beneficial purposes; (c) prevention of damage from floods, soil erosion, and excessive drainage; (d) minimization of the degradation of water resources caused by the discharge of stormwater; (e) the construction, maintenance, replacement and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes that may be conducted now or in the future by the District in carrying out the purposes and intents of the Statutes of the State of

Florida relating to the **South Florida Water Management District** presently existing or that may be enacted in the future pertaining thereto.

In connection with and pursuant to the foregoing purposes, the District's rights hereunder with respect to the Easement Parcel shall include but not be limited to the right to: (1) maintain, operate, clean out, straighten, enlarge, fill-in or change the course of any waterway, natural or artificial; (2) provide such canals, levees, dikes, dams, sluiceways, reservoirs, holding basins, floodways, pipes, culverts, pumping stations, wells, bridges, and other Works (as hereinafter defined) and facilities which the Governing Board of the District may deem necessary; (3) establish, maintain, and regulate water levels in all canals, lakes, rivers, channels, reservoirs, streams, or other bodies of water owned or maintained by the District; (4) remove any building, vegetation or other obstruction necessary for the construction, maintenance, and operation of the Works of the District; (5) store fill during and after construction; (6) store equipment and materials; (7) construct recreation facilities and use the easement parcel for public recreational purposes that are consistent with any regulations of the underlying property owner; and (8) hold and have full control over the Works and rights-of-way of the District. "Works" of the District means those projects and works, including, but not limited to, levees, structures, impoundments, wells and related pumping facilities and appurtenant works, streams, canals and other watercourses, together with accompanying lands, which have been officially adopted by the Governing Board of the District as Works of the District.

Other than as specifically provided hereinbelow, the District further reserves a perpetual exclusive easement for access, ingress and egress in, over, on, across, under, above and through the Easement Parcel at any time and without restriction, together with title to all such materials as may be excavated, dredged or otherwise removed from the Easement Parcel in connection with any of the purposes above mentioned.

The easements and the rights herein granted, or any portion thereof, may be assigned by the District for use in connection with any of the purposes above mentioned.

The County acknowledges that the District may issue permits to other entities for the use of the Easement Parcel in accordance with and subject to the District's rules and regulations.

The County further acknowledges that no structures, vegetation or other improvements may be constructed, planted or installed with respect to the Easement Parcel except in accordance with and subject to the District's rules and regulations, including but not limited to right of way permitting requirements.

The County shall retain all rights relating to the Easement Parcel not specifically reserved by the District herein, including the right of access, ingress and egress in, over, on, across, under, above and through the Easement Parcel at any time and without restriction, and the right to use the Easement Parcel for any purposes not in conflict with the easements reserved by the District herein. Notwithstanding anything contained herein to the contrary, other than the public's right to use the Easement Parcel for recreational

purposes in accordance with and subject to any and all applicable laws, statutes, ordinances, rules and regulations, the County's rights in and to the Easement Parcel retained under this paragraph shall not be assignable to any third parties without the prior written consent of the District. In the event such consent is granted, any and all use of the Easement Parcel by third parties shall be subject to any and all applicable laws, statutes, ordinances, rules and regulations, including without limitation, the District's right of way permitting rules and regulations set forth in Chapter 40E-6, Florida Administrative Code, as they may be amended from time to time.

The easements reserved by the District herein shall constitute easements running with the land and shall burden the Easement Parcel.

The conveyance of the Premises by the District to the County is also subject to the following covenants and restrictions (the "Covenants and Restrictions"):

1. Subject to the Easement reserved by the District hereinabove, the Premises shall be used, in perpetuity, for conservation purposes.
2. The Covenants and Restrictions shall be specifically included in every instrument subsequent hereto conveying title to the Premises or any portion thereof.
3. The Covenants and Restrictions shall run with the land and shall burden and encumber the Premises, and may not be modified, amended, terminated, or waived without the prior written consent of the District.

In the event the County fails to comply with or violates any of the Covenants and Restrictions, the District has the right to require the County, upon delivery of written notice to the County, to, within sixty (60) days of such notice, convey the Easement Parcel back to the District. Said notice shall be considered delivered: (i) on the date delivered if by hand delivery, (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed by certified mail return receipt requested, and (iii) one day after such notice is deposited with any form of overnight mail service for next day delivery. Either party may change its address by providing prior written notice to the other of any change of address.

All of the covenants, agreements, easements and rights herein contained shall extend to, benefit and be binding upon the parties hereto and their respective successors and assigns.

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

IN WITNESS WHEREOF, the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its District Clerk/Secretary, at West Palm Beach, Palm Beach County, State of Florida.

DISTRICT:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Seal)

ATTEST:

By: _____
Eric Buermann, Chairman

District Clerk/Secretary

Form Approved By:

South Florida Water Management
District Office of Counsel

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Eric Buermann and Jacki McGorty, Chairman and District Clerk/Secretary, respectively, of the Governing Board of the **South Florida Water Management District**, a public corporation of the State of Florida, on behalf of the corporation, who are personally known to me.

Notary Public

Print
My Commission Expires: _____

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CONSENT AND JOINDER

Palm Beach County, a political subdivision of the State of Florida (the "County"), does hereby consent to, join in, acknowledge and agree to the terms, provisions and understandings set forth in the affixed Quitclaim Deed by South Florida Water Management District, a public corporation of the State of Florida, as Grantor, in favor of the County, as Grantee.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Date: _____

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney

By: Richard E. Welby
Department Director 9

Exhibit "A"
LEGAL DESCRIPTION
The Premises
Tract No. DA-100-025 (F.K.A. DA-100-016)

A parcel of land located in Sections 26, 27, 34 and 35, Township 41 South, Range 41 East, and Section 2, Township 42 South, Range 41 East, Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the quarter section corner located in the North line of said Section 26, thence North $89^{\circ}03'23''$ East along the North line of the Northeast quarter of said Section 26 and the South line of that certain parcel of land described in Official Records Book 9480, Page 589, Public Records of Palm Beach County, Florida, a distance of 2,009.58 feet; (The North line of the Northeast quarter of said Section 26 bears North $89^{\circ}03'23''$ East and all other bearings are relative thereto); thence South $07^{\circ}07'39''$ West, a distance of 310.28 feet; thence South $04^{\circ}03'25''$ West, along the West line of said parcel, a distance of 5,017.61 feet; thence South $00^{\circ}43'22''$ West, continuing along said West line, a distance of 5,206.50 feet to a point 1,000.00 feet Northerly of and parallel with as measured at right angles to a point on the Northerly right of way line of Beeline Highway (State Road 710) as shown on State Road Department Right of Way Map Section No. 9331-101; thence South $53^{\circ}39'34''$ East, parallel with said Northerly right of way line, a distance of 266.67 feet to a point on the Westerly line of that certain parcel of land as described in Official Records Book 10993, Page 1817, Public Records of Palm Beach County, Florida; thence South $36^{\circ}22'07''$ West, along said Westerly line, a distance of 1,000.00 feet to a point on said Northerly right of way line; thence North $53^{\circ}39'34''$ West, along said Northerly right of way line, a distance of 8063.90 feet, thence North $01^{\circ}20'46''$ East, departing said Northerly right of way line, a distance of 1263.92 feet; thence North $05^{\circ}47'33''$ East, a distance of 2,720.96 feet; thence North $06^{\circ}01'00''$ East, a distance of 68.73 feet; thence North $05^{\circ}47'26''$ East, a distance of 2,296.57 feet; thence North $89^{\circ}52'52''$ East, a distance of 2,142.48 feet; thence North $89^{\circ}06'22''$ East, a distance of 390.61 feet; thence North $01^{\circ}10'46''$ East, a distance of 300.20 feet to a point on the North line of said Section 26; thence North $89^{\circ}04'38''$ East, along said North line, a distance of 2,241.43 feet to the POINT OF BEGINNING of the herein described parcel.

AND

A parcel of land lying over a portion of Sections 26, 27 and 34, Township 41 South, Range 41 East, within the municipal limits of the City of Palm Beach Gardens, Florida, and being more particularly described as follows:

Beginning at the intersection of the Northerly Right-of-Way line of the Beeline Highway (State Road 710) as shown on State Road Department Right-of-Way Map Section No. 9331-101 and the West line of the Northeast quarter of said Section 34; thence South $53^{\circ}39'23''$ East, along the North Right-of-Way line of Beeline Highway (State Road 710), a distance of 366.22 feet; thence North $01^{\circ}20'46''$ East departing said Northerly Right-of-Way line, a distance of 1,263.92 feet; thence North

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05°47'33" East, a distance of 2,720.96 feet; thence North 06°01'00" East, a distance of 68.73 feet; thence North 05°47'26" East, a distance of 2,296.57 feet; thence North 89°52'52" East, a distance of 2,142.48 feet; thence North 89°06'22" East, a distance of 390.61 feet; thence North 01°10'46" East, a distance of 300.20 feet to a point on the North line of said Section 26; thence South 89°04'38" West, along said North line, a distance of 399.44 feet to the Northwest corner of Section 26 (the North line of the Northwest quarter of said Section 26 bears North 89°04'38" East and all bearings are relative thereto); thence South 89°52'52" West, along the North line of said Section 27, a distance of 2,411.01 feet to the North quarter corner of said Section 27; thence South 05°47'26" West, along the North-South quarter Section line of said Section 27, a distance of 5,368.16 feet to the North quarter corner of said Section 34; thence South 01°20'46" West, along the North-South quarter Section line of said Section 34, a distance of 1,064.29 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel;

A Parcel of land lying within Section 35, Township 41 South, Range 41 East, Palm Beach County, Florida, more particularly described as follows: COMMENCING at the Quarter Section Corner located in the South line of said Section 35, thence run along the South line of said Section 35, North 89°45'40" East, a distance of 259.40 feet to a point on the North Right of Way line of State Road No. 710 (Beeline Hwy) (Bearings are based on the South line of the Southeast quarter of said Section 35 being North 89°45'40" East as shown on the attached sketch by Battaglia Land Surveyors, Inc. titled "Florida Fish & Wildlife Conservation Commission Field Operations Center" dated 04/06/00.); thence North 53°39'49" West along said Right of Way, a distance of 1,878.39 feet; thence North 31°55'04" East, a distance of 416.46 feet; thence North 46°09'26" East, a distance of 253.99 feet; thence North 56°20'11" East, a distance of 27.63 feet; thence North 33°39'49" West, a distance of 25.00 feet to a point, said point also being THE POINT OF BEGINNING. Thence run North 53°39'49" West along a line parallel to and 700 feet North of at right angles to the Right of Way line of said State Road No. 710 (Beeline Highway), a distance of 396.50 feet; thence North 56°20'11" East, a distance of 350.00 feet; thence South 53°39'49" East, a distance of 396.50 feet; thence South 56°20'11" West, a distance of 350.00 feet to the POINT OF BEGINNING of the herein described parcel.

(Less out acreage: Containing 2.99 acres, more or less)

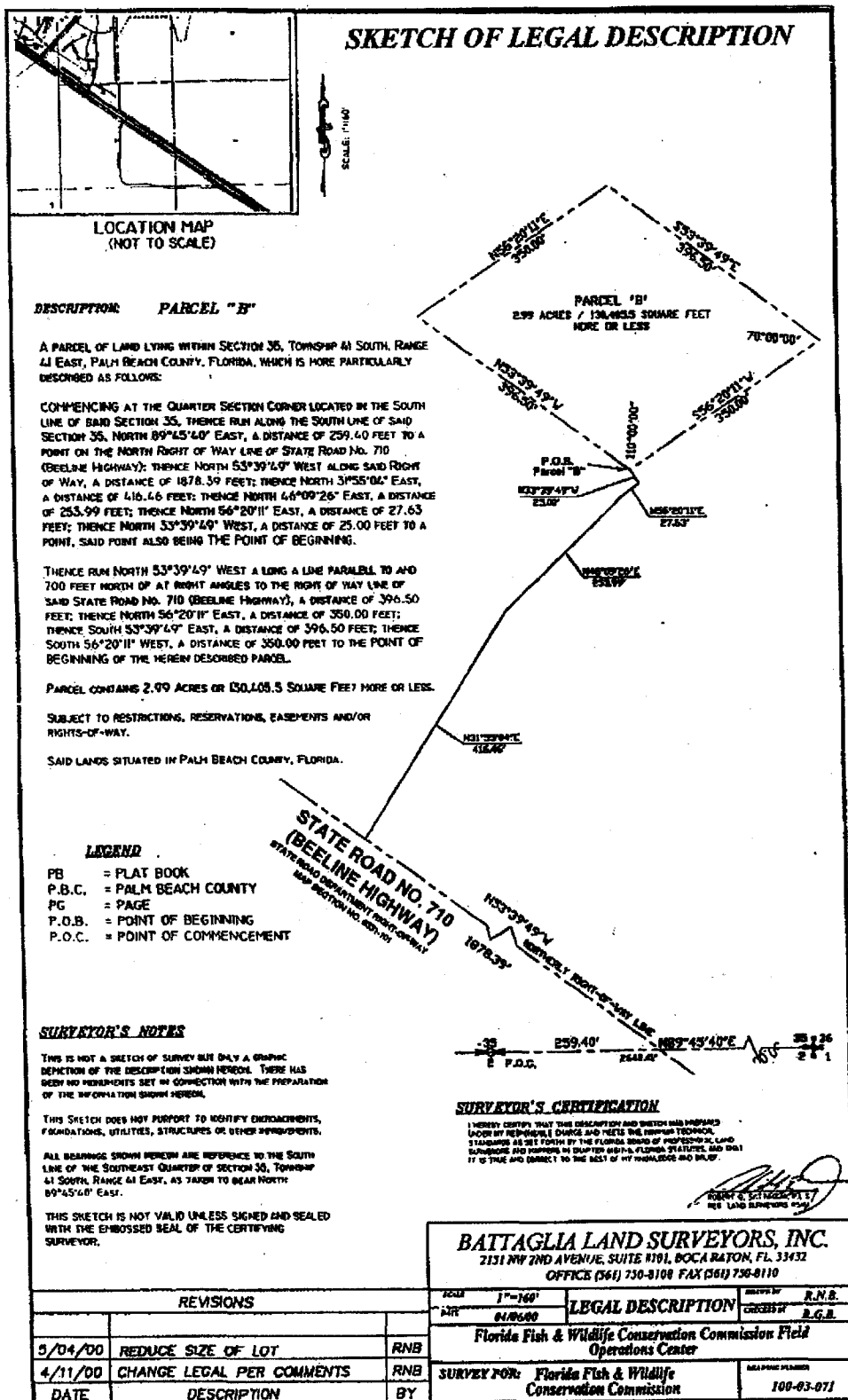
Total parcel Containing 1,485.27 acres, more or less.

Note: A portion of this legal description is based on a boundary survey prepared by LBHF Inc. (Project number 98-0225) dated March 9, 2000.

R:\legals\lox\100-025.lgl.doc
Folio's P/O 52414126000001020; P/O 52414127000001020
52414134000001030; 52414135000001010; 52414202000001010
September 27, 2006
Rev: April 10, 2007
Rev: August 21, 2007
Rev: September 24, 2007

| |
|---|
| LEGAL DESCRIPTION August 21, 2007 C.G. // |
|---|

**SKETCH BY BATTAGLIA LAND SURVEYORS, INC.
TITLED "FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION FIELD OPERATIONS CENTER"
DATED 04/06/00 AS REFERRED TO IN LESS AND EXCEPT PARCEL.**



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Exhibit "B"
The Easement Parcel
Tract No. CN-100-015

The South 115 feet of the North 335 feet of the West 110 feet of the East ½ of Section 27, Township 41 South, Range 41 East, being a part of the Right of Way for South Florida Water Management District's C-18 Canal, as described in Deed Book 1056, Page 456, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH

The North 220 feet of following described parcel of land, lying in Sections 26 & 27, Township 41 South, Range 41 East, in Palm Beach County, Florida, being a part of the Right of Way for South Florida Water Management District's C-18 Canal, as described in Deed Book 1056, Page 456, and as described in Deed Book 1163, Page 263, of the Public Records of Palm Beach County, Florida; said described parcel of land, being more particularly described as follows:

Beginning at the quarter section corner located in the North line of said Section 26, thence North 89°03'23" East along the North line of the Northeast quarter of said Section 26 and the South line of that certain parcel of land described in Official Records Book 9480, Page 589, Public Records of Palm Beach County, Florida, a distance of 2,009.58 feet; (The North line of the Northeast quarter of said Section 26 bears North 89°03'23" East and all other bearings are relative thereto); thence South 07°07'39" West, a distance of 310.28 feet; thence South 04°03'25" West, along the West line of said parcel, a distance of 5,017.61 feet; thence South 00°43'22" West, continuing along said West line, a distance of 5,206.50 feet to a point 1,000.00 feet Northerly of and parallel with as measured at right angles to a point on the Northerly right of way line of Beeline Highway (State Road 710) as shown on State Road Department Right of Way Map Section No. 9331-101; thence South 53°39'34" East, parallel with said Northerly right of way line, a distance of 266.67 feet to a point on the Westerly line of that certain parcel of land as described in Official Records Book 10993, Page 1817, Public Records of Palm Beach County, Florida; thence South 36°22'07" West, along said Westerly line, a distance of 1,000.00 feet to a point on said Northerly right of way line; thence North 53°39'34" West, along said Northerly right of way line, a distance of 8063.90 feet, thence North 01°20'46" East, departing said Northerly right of way line, a distance of 1263.92 feet; thence North 05°47'33" East, a distance of 2,720.96 feet; thence North 06°01'00" East, a distance of 68.73 feet; thence North 05°47'26" East, a distance of 2,296.57 feet; thence North 89°52'52" East, a distance of 2,142.48 feet; thence North 89°06'22" East, a distance of 390.61 feet; thence North 01°10'46" East, a distance of 300.20 feet to a point on the North line of

said Section 26; thence North 89°04'38" East, along said North line, a distance of 2,241.43 feet to the POINT OF BEGINNING of the herein described parcel.

AND

A parcel of land lying over a portion of Sections 26, 27 and 34, Township 41 South, Range 41 East, within the municipal limits of the City of Palm Beach Gardens, Florida, and being more particularly described as follows:

Beginning at the intersection of the Northerly Right-of-Way line of the Beeline Highway (State Road 710) as shown on State Road Department Right-of-Way Map Section No. 9331-101 and the West line of the Northeast quarter of said Section 34; thence South 53°39'23" East, along the North Right-of-Way line of Beeline Highway (State Road 710), a distance of 366.22 feet; thence North 01°20'46" East departing said Northerly Right-of-Way line, a distance of 1263.92 feet; thence North 05°47'33" East, a distance of 2,720.96 feet; thence North 06°01'00" East, a distance of 68.73 feet; thence North 05°47'26" East, a distance of 2,296.57 feet; thence North 89°52'52" East, a distance of 2,142.48 feet; thence North 89°06'22" East, a distance of 390.61 feet; thence North 01°10'46" East, a distance of 300.20 feet to a point on the North line of said Section 26; thence South 89°04'38" West, along said North line, a distance of 399.44 feet to the Northwest corner of Section 26 (the North line of the Northwest quarter of said Section 26 bears North 89°04'38" East and all other bearings are relative thereto); thence South 89°52'52" West, along the North line of said Section 27, a distance of 2,411.01 feet to the North quarter corner of said Section 27; thence South 05°47'26" West, along the North-South quarter Section line of said Section 27, a distance of 5,368.16 feet to the North quarter corner of said Section 34; thence South 01°20'46" West, along the North-South quarter Section line of said Section 34, a distance of 1,064.29 feet to the POINT OF BEGINNING.

Containing 39.57 acres, more or less.

LEGAL DESCRIPTION

24-Sep-07

Date

C.G.

C-18\SFWM D
R:\Legals\c-18\100-015.lgl
January 3, 2007
Rev. April 10, 2007
Rev: August 21, 2007
Rev: September 24, 2007

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