



**II. FISCAL IMPACT ANALYSIS**

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

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

**Is Item Included in Current Budget?** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Budget Account No.:** Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

No fiscal impact.

**C. Department Fiscal Review:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*Fiscal Impact is indeterminate at this time.*

*atwillwhite 7-23-08*  
 OFMB *7/23/08* *CN 7/21/08*

*[Handwritten signature]* *7/24/08*  
 Contract Administrator  
*7/24/08*

**B. Legal Sufficiency:**

*[Handwritten signature]* *7/25/08*  
 Assistant County Attorney

**C. Other Department Review: Engineering**

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

**(Continued from page 1)**

Conservation Easement is being placed, in part, due to a regulatory requirement, the format is slightly different than the approved standard form. However, the overall intent and implementation of the conservation easement is very similar to the standard conservation easement. Conveying conservation easements over County natural areas provides the natural areas with a level of protection that is not affected by retirement of County or State conservation bonds. SFWMD will hold this easement exclusively for conservation purposes and to assure that the site will be retained and managed in a manner that will protect native plant and animal communities. Establishing a Deed of Conservation Easement over the entire Pond Cypress Natural Area efficiently furthers the Board's goal of placing additional layers of protection on the County's natural areas and satisfies one of the requirements of the Acreage Reliever Road permit.

The attached standard form conservation easement will be utilized as a means to fulfill Environmental Resource Permitting requirements associated with environmental restoration and mitigation-related projects on County-owned natural areas which have a Board-approved management plan in place.



**Location of Pond Cypress Natural Area**

- ≡≡≡ Acreage Reliever Road- under construction
- Natural Area Boundary

N  
Palm Beach County  
Department of Environmental  
Resources Management



July 2008, LB

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## DEED OF CONSERVATION EASEMENT

Return recorded document to:  
South Florida Water Management District  
3301 Gun Club Road, MSC 4210  
West Palm Beach, FL 33406

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Palm Beach County, a political subdivision of the State of Florida, 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("Grantor"), to the South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct Acreage Reliever Road ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 50-05422-P ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the Permit conditions a conservation tract involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement defined in Section 704.06, Florida Statutes, over the area described on Exhibit "A" ("Conservation Easement").

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a

perpetual Conservation Easement for and in favor of the Grantee upon the property described on Exhibit "A" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

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

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the Conservation Easement which are to be preserved, enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

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

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved management plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or

other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and interior fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

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

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails: and

b. The Grantor may construct and maintain passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and

c. Grantor may place signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and

d. Grantor may construct and maintain to the extent allowed by current and future permits, at-grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and

e. Grantor may remove or kill by any lawful means, exotic or nuisance vegetation or animal species, conduct prescribed burns and conduct other management activities necessary to carry out management for conservation purposes; and

f. Grantor may conduct restoration and enhancement projects which do not conflict with the purpose of this easement: and

g. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

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

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

7. Property Assessments. Grantor shall keep the assessments on the Easement Parcel current.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

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

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



as the purpose of the Conservation Easement is preserved.

11. Terms, Conditions, Restrictions, Purpose. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

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

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

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

The Grantor agrees to defend the title to the Conservation Easement property hereby conveyed against the lawful claims of all persons whomsoever, except those claims created or arising from any act or omission of Grantee.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, Palm Beach County (Grantor) has executed this Conservation Easement on the date set forth hereinabove.

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

By: \_\_\_\_\_  
ADDIE L GREENE, Chairperson

ATTEST:

SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
AND SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
CONDITIONS

By: Richard E. Walesky  
Richard E. Walesky, Director  
Department of Environmental  
Resources Management

EXHIBIT "A"

LEGAL DESCRIPTION:

A CONSERVATION EASEMENT IN A PORTION OF SECTIONS 1, 12, 13 AND 24, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 1°33'57" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,179.06 FEET; THENCE SOUTH 88°26'03" EAST DEPARTING SAID WEST LINE, A DISTANCE OF 5.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 2008.00 FEET, A RADIAL BEARING TO THE RADIUS POINT OF SOUTH 88°26'03" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'31", A DISTANCE OF 663.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°29'28" EAST, A DISTANCE OF 402.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,158.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'30", A DISTANCE OF 706.52 FEET TO THE POINT OF TANGENCY AND A LINE 360.00 FEET EAST OF AND PARALLEL WITH AS MEASURED RIGHT ANGLES TO THE WEST LINE OF SOUTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 1°43'58" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,526.57 FEET; THENCE NORTH 1°00'15" EAST ALONG A LINE 360.00 FEET EAST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,649.49 FEET; THENCE NORTH 1°52'09" EAST ALONG A LINE 360.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,721.13 FEET; THENCE NORTH 1°53'03" EAST ALONG A LINE 360.00 FEET EAST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1936.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 619.00 FEET; THENCE NORTHEAST DEPARTING SAID PARALLEL LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°52'35", A DISTANCE OF 981.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°14'22" EAST, A DISTANCE OF 1965.70 FEET TO A TOWER SITE RECORDED IN OFFICIAL RECORD BOOK 9107, PAGE 134, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID TOWER SITE THE FOLLOWING FIVE COURSES;

- SOUTH 46°27'00" WEST, A DISTANCE OF 338.89 FEET;
- SOUTH 01°52'55" WEST, A DISTANCE OF 626.44 FEET;
- SOUTH 88°56'11" EAST, A DISTANCE OF 938.49 FEET;
- NORTH 01°52'55" EAST, A DISTANCE OF 793.67 FEET;
- NORTH 62°03'20" WEST, A DISTANCE OF 117.59 FEET;

THENCE SOUTH 87°14'22" EAST DEPARTING SAID TOWER SITE, A DISTANCE OF 918.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 769.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°26'38", A DISTANCE OF 690.46 FEET TO A LINE 200.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, AND RIGHT-OF-WAY RECORDED IN DEED BOOK 848, PAGE 370 SAID PUBLIC RECORDS; THENCE SOUTH 1°55'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,682.55 FEET; THENCE SOUTH 1°42'37" WEST ALONG A LINE 200.00 FEET WEST OF AND

(CONTINUED ON SHEET 2 OF 5)


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PROJECT NO. 2008012-05  
SHEET 1 OF 5

PROJECT: POND CYPRESS NATURAL AREA CONSERVATION EASEMENT  
DESTIN FILE NAME: S-1-08-2801  
DRAWING NO.: S-1-08-2801

SCALE: 1" = 800'  
APPROVED: N.J.H.  
DRAWN: E.A.D.  
CHECKED: W.C.E.  
DATE: 01/23/08  
FIELD BOOK NO.: N/A

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411



(CONTINUED FROM SHEET 1 OF 5)

PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,694.47 FEET; THENCE SOUTH  $1^{\circ}47'45''$  WEST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,708.60 FEET; THENCE SOUTH  $1^{\circ}56'01''$  WEST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,702.86 FEET; THENCE SOUTH  $1^{\circ}56'06''$  WEST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5,407.76 FEET; THENCE SOUTH  $0^{\circ}40'56''$  WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,215.38 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 769.00 FEET AND A RADIAL BEARING OF SOUTH  $44^{\circ}40'53''$  WEST; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}15'44''$ , A DISTANCE OF 245.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $63^{\circ}34'51''$  WEST, A DISTANCE OF 4,904.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 619.00 FEET; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $62^{\circ}00'55''$ , A DISTANCE OF 669.99 FEET TO A NON-TANGENT INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH  $1^{\circ}15'55''$  EAST ALONG SAID WEST LINE, A DISTANCE OF 1,127.31 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 1.736.5626 ACRES MORE OR LESS.

LEGEND

R = RADIUS  
 $\Delta$  = CENTRAL ANGLE  
L = LENGTH OF ARC

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

  
NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE NO. 5776

4-24-08  
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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TOWER SITE  
OFFICIAL RECORD BOOK  
9107, PAGE 134

N62°03'20"W  
117.59'

R = 769.00'  
Δ = 51°26'38"  
L = 690.46'

S87°14'22"E 1965.70'

S46°27'00"W  
338.89'

R = 619.00'  
Δ = 90°52'35"  
L = 981.79'

S1°52'55"W  
626.44'

938.49'  
S88°56'11"E

S87°14'22"E  
918.21'

N1°52'55"E

S1°55'27"W 2682.55'

200.00'  
DEED BOOK 848, PAGE 370  
DEED BOOK 992, PAGE 123

SECTION 1  
TOWNSHIP 43 SOUTH  
RANGE 41 EAST



SCALE: 1" = 800'  
THIS IS NOT A SURVEY

S1°42'37"W 2694.47'

US HWY 441 (SR 7)

NORTH

AVENUE

110TH

N1°53'03"E 1936.18'

N1°52'09"E 2721.13'

N1°52'09"E 2721.13'

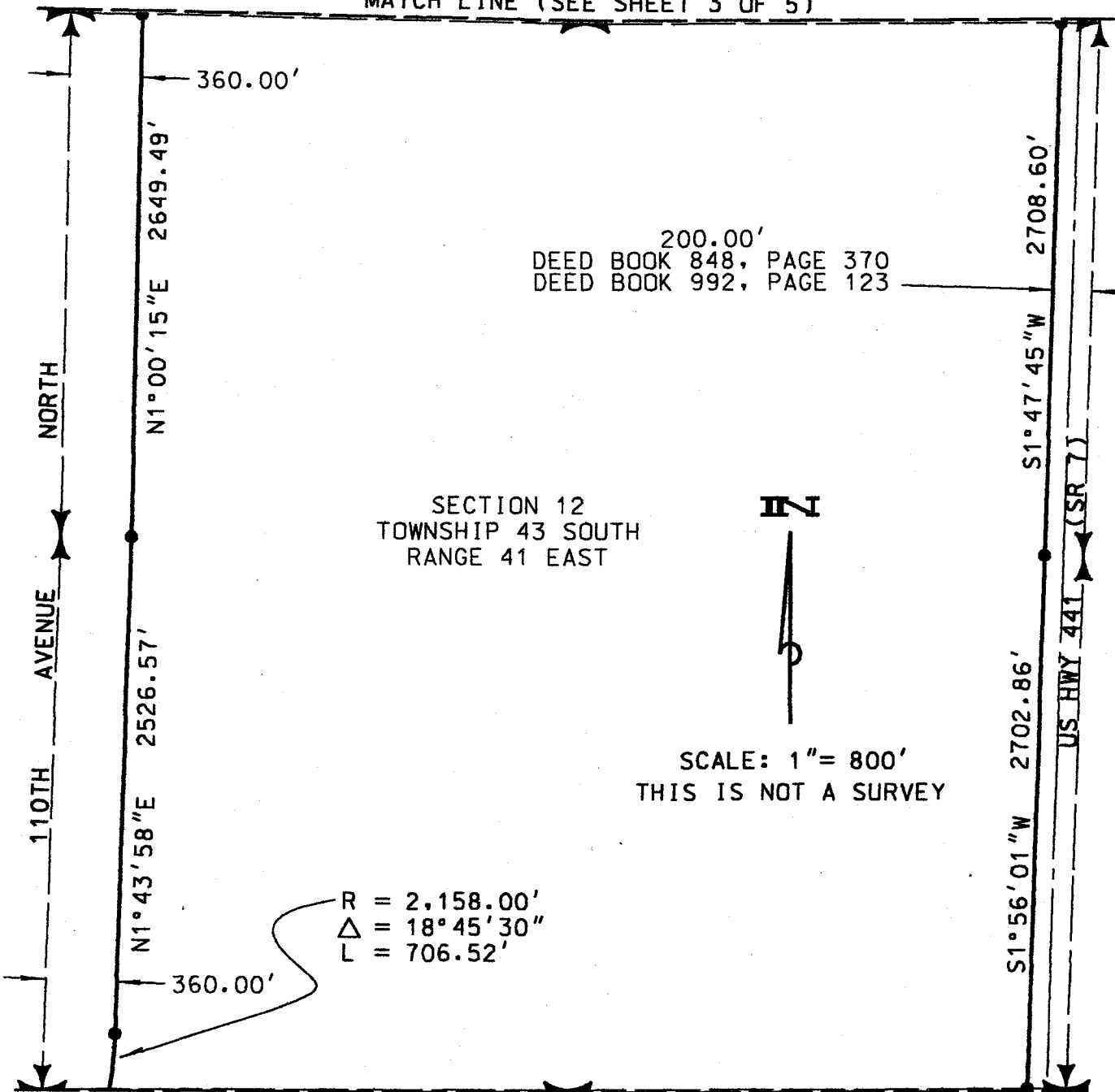
360.00'

360.00'

MATCH LINE (SEE SHEET 4 OF 5)

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MATCH LINE (SEE SHEET 3 OF 5)



200.00'  
DEED BOOK 848, PAGE 370  
DEED BOOK 992, PAGE 123

SECTION 12  
TOWNSHIP 43 SOUTH  
RANGE 41 EAST



SCALE: 1" = 800'  
THIS IS NOT A SURVEY

R = 2,158.00'  
Δ = 18° 45' 30"  
L = 706.52'

MATCH LINE (SEE SHEET 5 OF 5)

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MATCH LINE (SEE SHEET 4 OF 5)

R = 2,158.00'  
Δ = 18°45'30"  
L = 706.52'

200.00'  
DEED BOOK 848, PAGE 370  
DEED BOOK 992, PAGE 123

R = 2,008.00'  
Δ = 18°55'31"  
L = 663.26'

5.04'  
S88°26'03"E  
(RADIAL)

SECTION 13  
TOWNSHIP 43 SOUTH  
RANGE 41 EAST

HN

POINT OF BEGINNING  
SOUTHWEST CORNER OF THE  
NORTHWEST ONE QUARTER  
OF SAID SECTION 13

SCALE: 1" = 800'  
THIS IS NOT A SURVEY

R = 619.00'  
Δ = 62°00'55"  
L = 669.99'

AVENUE

NORTH

110TH

5407.76'  
S1°56'06"W

US HWY 441 (SR 7)

N63°34'51"W  
PERSIMMON

4904.91'  
BOULEVARD

(PROPOSED)

SECTION 24  
TOWNSHIP 43 SOUTH  
RANGE 41 EAST

R = 769.00'  
Δ = 18°15'44"  
L = 245.10'

50°40'56"W  
1215.38'

S44°40'53"W  
RADIAL

S1°45'20"W VARIES  
15

J. Meyer

Last Date For Agency Action: 09-MAR-2005

**INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Acreage Reliever Road

**Permit No.:** 50-05422-P

**Application No.:** 030321-4

**Application Type:** Environmental Resource (Conceptual Approval And Construction/Operation Modification)

**Location:** Palm Beach County, S12,13,24/T43S/R41E

**Permittee :** Palm Beach County Board Of County Commissioners  
Minto Communities, Inc.

**Operating Entity :** Palm Beach County & The Village Of Royal Palm Beach

**Project Area:** 178.17 acres

**Project Land Use:** Highway

**Drainage Basin:** C-51

**Receiving Body:** Village of Royal Palm Beach Surface Water System

**Class:** CLASS III

**Special Drainage District:** NA

**Total Acres Wetland Onsite:** 113.50

**Total Acres Wetland Preserved Onsite:**

**Total Acres Impacted Onsite:** 113.50

**Total Acres Presv/Mit Compensation Onsite:**

**Total Acres Presv/Mit Compensation Offsite:** 544.30

**Total Acres Presv/Mit Compensation Offsite:** 194.25

**Conservation Easement To District :** Yes

**Sovereign Submerged Lands:** No

**DRAFT**  
**Subject to Governing**  
**Board Approval**

**PROJECT PURPOSE:**

Modification of Environmental Resource Permit 50-05422-P to authorize construction and operation of a surface water management system to serve a 178.17 acre roadway development project known as the Acreage Reliever Road. Construction of the four lane ultimate section is requested for the first 700 feet north of Okeechobee Boulevard. Construction authorization is also requested, for two lanes of the ultimate four lane section, for the next 3.4 miles of roadway, ending at Persimmon Boulevard. Conceptual approval is requested for the remaining two lanes of the same 3.4 mile reach and also for the entire four lane "Section 1" roadway alignment. Staff recommends approval with conditions.

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requirements regarding endangered/threatened species or species of special concern.

**LEGAL ISSUES:**

A Conservation Easement will be dedicated to the District for the area contained in Section 1. This Conservation Easement will be in substantial conformance with the draft Conservation Easement, sketch and legal description attached to this permit.

The Village of Royal Palm Beach has provided a letter indicating that they will accept the off-site, off-peak discharges proposed as part of the construction approval. FPL has provided a letter of no objection with regard to the construction of the proposed road across their utility easement.

**OPERATING ENTITY:**

Maintenance of the surface water management system shall be the responsibility of Palm Beach County. Operation of structures S-139, S-142, S-145, S-148, and S-151 will be the responsibility of the Palm Beach County Department of Environmental Resources Management. These structures will be operated at control elevations of 17.5' NGVD, 18.0' NGVD, 18.5' NGVD, 18.5' NGVD, and 19.0' NGVD, respectively.

Operation of structures S-154 and S-157 will be the responsibility of the Village of Royal Palm Beach under the operating schedule agreed upon between the County and the Village. This schedule is described within the Proposed Project narrative. The control elevation of these structures will be 17.5' NGVD.

**CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:**

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

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### SPECIAL CONDITIONS

Receiving body : Twin 72" RCP's

Control elev : 16.5 feet NGVD. /16.5 FEET NGVD DRY SEASON.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. A Conservation Easement shall be recorded by the applicant over Section 1, conforming with the draft easement, sketch and legal description contained in Exhibit 3. Copies of recorded documents shall be submitted to the District's Environmental Resource Compliance staff concurrently with engineering certification of construction completion. Activities prohibited within the conservation areas include, but are not limited to: construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
12. A maintenance program shall be implemented for the Section 1 preserve area in perpetuity to ensure that exotic and nuisance/invasive vegetation are maintained at appropriate levels. Section 1 shall be maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 10% of total coverage between maintenance activities, with a maximum 5% coverage of exotic vegetation. Exotic and nuisance plant species shall be controlled such that these species do not dominate any one section of those areas. Specifically, no area of 1/2 acre in size shall exceed the maximum allowable coverages.
13. A monitoring program evaluating exotic and nuisance/invasive vegetation coverage within Section 1 shall be implemented for a period of 5 years with annual reports submitted to District staff. This monitoring program shall be established in coordination with the District's Environmental Resource Compliance staff prior to initiation of road construction activities.

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**RESOLUTION NO. 2008-\_\_\_\_\_**

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**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING STANDARD FORM CONSERVATION EASEMENTS FOR NATURAL AREAS AS PART OF THE ENVIRONMENTAL RESOURCE PERMITTING PROCESS; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD TO EXECUTE THE STANDARD FORM CONSERVATION EASEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the citizens of Palm Beach County voted on March 12, 1991 to tax themselves to provide \$100,000,000 for the acquisition, permanent protection, and preservation of Environmentally Sensitive Lands; and

WHEREAS, the citizens of Palm Beach County voted on March 9, 1999 to tax themselves to provide \$150,000,000 for the acquisition, permanent protection, and preservation of Conservation Lands; and

WHEREAS, the Board of County Commissioners has acquired nearly 30,000 acres of land for long-term conservation using these funds; and

WHEREAS, the Board of County Commissioners has determined that the public interest is best served by the preservation and management of these lands as preserves or for conservation forever and that the best means of ensuring permanent preservation is to provide multiple layers of protection for conservation lands through mechanisms such as third party conservation easements, deed restrictions, shared title or a Charter Amendment; and

WHEREAS, the Conservation Lands Protection Ordinance (2003-052) recognized that public interest may be served in certain circumstances when the conveyance of an interest in Conservation Lands results in an exceptional benefit to the Conservation Lands Program; and

WHEREAS, the Board of County Commissioners has determined the granting of third party conservation easements over Conservation Lands as partial fulfillment of requirements for Environmental Resource Permits related to wetland mitigation areas and other environmental restoration projects conducted on County-owned natural areas provides

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1 an exceptional benefit to the Conservation Lands Program by ensuring more effective  
2 protection for the preservation of these sites; and

3 WHEREAS provisions for the long-term management and preservation of wetland  
4 mitigation areas are important considerations in permitting such projects [373.414(1)(b)2.  
5 Florida Statutes] and that the granting of conservation easements is required for wetland  
6 mitigation banks [F.A.C. 62-342.650(1)]; and

7 WHEREAS, the delegation to the Chair or Vice Chair of the authority to execute the  
8 Conservation Easements will eliminate delays caused by requiring such items to be brought  
9 before the Board of County Commissioners for approval and would therefore be consistent  
10 with the goal of the Board of County Commissioners to streamline the agenda process; and

11 WHEREAS, the Board of County Commissioners desires to authorize the Chair or  
12 Vice Chair to execute standard form Conservation Easements on behalf of the Board of  
13 County Commissioners.

14  
15 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
16 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

17 Section 1: Recitals. The foregoing recitals are true and correct and are expressly  
18 incorporated herein by reference and made a part hereof.

19 Section 2: Standard Form Conservation Easements for Natural Areas as part of  
20 the Environmental Resource Permitting Process. The Board of County Commissioners  
21 hereby approves the Standard Form Deed of Conservation Easement for Natural Areas as part  
22 of the Environmental Resource Permitting Process attached hereto as Exhibit "A" for the  
23 conveyance of conservation easements to the South Florida Water Management District  
24 (hereinafter referred to as "Conservation Easements") for natural areas with mitigation or  
25 restoration projects detailed in Board-approved management plans.

26 Section 3: Delegation of Signature Authority. The Board of County  
27 Commissioners hereby authorizes the Chair or Vice Chair to execute the Conservation  
28 Easements on behalf of the County in substantially the form attached hereto subject to  
29 limitations set forth herein. The Conservation Easements provided herein shall only be  
30 offered on County-owned natural areas that are subject to approved management plans. The

1 Chair or Vice Chair may approve non-material changes to the form of the Conservation  
2 Easements upon the recommendation of the Director of the Environmental Resources  
3 Management Department. Non-material changes may include, but shall not be limited to,  
4 inclusion of the project specific information or details and modifications to the recitals.

5 Section 4: Severability. If any section, sentence, clause, phrase, or word of this  
6 resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said  
7 holding shall in no way affect the validity of the remaining portions of this Resolution.

8 Section 5: Effective Date. This Resolution shall be effective immediately upon  
9 adoption.

10 (Remainder of page intentionally left blank)

11

1 The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who  
2 moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_,  
3 and upon being put to a vote, the vote was as follows:

- 4 Commissioner Addie L. Greene, Chairperson \_\_\_\_\_
- 5 Commissioner John F. Koons, Vice Chair \_\_\_\_\_
- 6 Commissioner Karen T. Marcus \_\_\_\_\_
- 7 Commissioner Robert J. Kanjian \_\_\_\_\_
- 8 Commissioner Mary McCarty \_\_\_\_\_
- 9 Commissioner Burt Aaronson \_\_\_\_\_
- 10 Commissioner Jess R. Santamaria \_\_\_\_\_

11 The Chairperson thereupon declared the Resolution duly passed and adopted this  
12 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

14 APPROVED AS TO FORM AND  
15 LEGAL SUFFICIENCY

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

**SHARON R. BOCK, CLERK & COMPTROLLER**

19 By \_\_\_\_\_  
20 Assistant County Attorney

By \_\_\_\_\_  
Deputy Clerk

23 APPROVED AS TO TERMS AND  
24 CONDITIONS

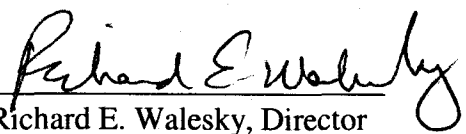
27 By   
28 Richard E. Walesky, Director  
29 Dept. of Environmental Resources Management  
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Exhibit A

## DEED OF CONSERVATION EASEMENT

Return recorded document to:  
South Florida Water Management District  
3301 Gun Club Road, MSC 4210  
West Palm Beach, FL 33406

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Palm Beach County, a political subdivision of the State of Florida, 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("Grantor"), to the South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct \_\_\_\_\_ ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the Permit conditions a conservation tract involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement defined in Section 704.06, Florida Statutes, over the area described on Exhibit "A" ("Conservation Easement").

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a

perpetual Conservation Easement for and in favor of the Grantee upon the property described on Exhibit "A" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

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

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the Conservation Easement which are to be preserved, enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

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

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved management plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or



other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and interior fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

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

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails: and

b. The Grantor may construct and maintain passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and

c. Grantor may place signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and

d. Grantor may construct and maintain to the extent allowed by current and future permits, at-grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and

e. Grantor may remove or kill by any lawful means, exotic or nuisance vegetation or animal species, conduct prescribed burns and conduct other management activities necessary to carry out management for conservation purposes; and

f. Grantor may conduct restoration and enhancement projects which do not conflict with the purpose of this easement: and

g. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

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

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

7. Property Assessments. Grantor shall keep the assessments on the Easement Parcel current.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

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

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

as the purpose of the Conservation Easement is preserved.

11. Terms, Conditions, Restrictions, Purpose. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

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

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

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

The Grantor agrees to defend the title to the Conservation Easement property hereby conveyed against the lawful claims of all persons whomsoever, except those claims created or arising from any act or omission of Grantee.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, Palm Beach County (Grantor) has executed this Conservation Easement on the date set forth hereinabove.

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

By: \_\_\_\_\_  
ADDIE L GREENE, Chairperson

ATTEST:

SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
AND SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
CONDITIONS

By: \_\_\_\_\_  
Richard E. Walesky, Director  
Department of Environmental  
Resources Management

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**EXHIBIT A**

[DESCRIPTION OF PROPERTY]