

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** April 21, 2009

( 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 receive and file: A Deed of Conservation Easement with South Florida Water Management District, for the Limestone Creek Natural Area.

**Summary:** The Board of County Commissioners (BCC) authorized the Chairman to execute a Deed of Conservation Easement for the Limestone Creek Natural Area on September 12, 2006. A Resolution (R2005-1770) establishing standard form conservation easements and authorizing the Chairman or Vice Chairman of the Board to execute the standard form conservation easements was initially approved at the September 13, 2005 Board Meeting. District 1 (JB)

**Background and Justification:** N/A

**Attachments:**

1. Copy of Deed of Conservation Easement for the Limestone Creek Natural Area
2. Copy of Resolution R2005-1770

**Recommended by:**

Richard E. Walby  
Department Director

3/25/09  
Date

**Approved by:**

[Signature]  
County Administrator

4/6/09  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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:

### C. Department Fiscal Review:

*NO FISCAL IMPACT*

*JP*

## III. REVIEW COMMENTS

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

*Jim Burt 3-30-09*  
OFMB *WD 3/23/09 SD 3/27/09 CN 3/28/09*

*Jim J. Jacobson 3/30/09*  
Contract Development and Control

### B. Legal Sufficiency:

*Jana Burt 3/31/09*  
Assistant County Attorney

### C. Other Department Review:

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

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

**Prepared by:**  
**Palm Beach County Department of Environmental Resources Management**  
**2300 North Jog Road, 4<sup>th</sup> Floor**  
**West Palm Beach, FL 33411**

THIS DEED OF CONSERVATION EASEMENT is given this 12 day of February, 2007 by Palm Beach County, a political subdivision of the State of Florida, whose business mailing address is 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("Grantor") to the South Florida Water Management District, a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes (F.S.) and Title 40E, Florida Administrative Code, as a multipurpose water management district with its principal office at 3301 Gun Club Road, West Palm Beach, FL 33406 ("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 assign of Grantee.

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

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, F.S., over the Property and Grantee is willing to accept such conservation easement; and

WHEREAS, the Florida Communities Trust has awarded the Grantor a grant partially reimbursing the Grantor's costs in acquiring all or a portion of the Property and restricted the use of that portion of the Property to purposes consistent with the Florida Forever grant program through a Grant Award Agreement (R2004-0907), between the Florida Communities Trust and the Grantor, and the Grantee is in agreement that the restrictions thus placed on the Property are consistent with the intent to ensure the perpetual maintenance and protection of said Property; and

WHEREAS, the Grantee acknowledges that any change to this conservation easement that affects the Property shall be subject to review and approval by the Florida Communities Trust prior to implementation of that change, for so long as the terms and conditions of the Grant Award Agreement, as may be amended from time to time, are in effect for the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Florida and in particular Section 704.06, F.S., Grantor hereby voluntarily grants, creates, and establishes a conservation easement for and in favor of the Grantee upon the Property of the nature and character and to the extent hereinafter set forth, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

1. **Purpose.** It is the purpose of this conservation easement (Easement) to assure that the Property will be retained forever predominantly in its natural condition and that the land and water areas will be retained and managed in a manner that will protect native plant and animal communities. Grantee will hold this Easement exclusively for conservation purposes.
2. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
  - a. To enter upon the Property at reasonable times in order to enforce the rights herein, provided that such entry shall not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor; and
  - b. To enjoin any activity on or use of the Property that is inconsistent with this Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
3. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
  - a. The Grantor may construct, maintain and operate public use facilities for the purpose of educating the public about the natural resources of the Property or for the purpose of providing opportunities for recreational activities which have minimal or no impact on natural resources or ecosystems; and
  - b. The Grantor may place signs or markers as necessary to identify property boundaries, trails, restoration areas or other site features or activities related to management and maintenance or the passive recreational use of the Property; and
  - c. The Grantor may construct and maintain management roads, firebreaks, trails, walkways, docks, and facilities necessary to support the public use and land management activities; and

- d. The Grantor may remove or kill, by any lawful means, exotic or nuisance vegetation and animal species, conduct prescribed burns, and conduct other management activities necessary to carry out conservation purposes; and
  - e. The Grantor may conduct site restoration or enhancement projects determined by the Grantor not to conflict with the purpose of this Easement.
4. **Prohibited uses and activities.** Subject to the reserved rights stated in Section 3, the following uses and activities are prohibited in or on the Property:
- a. Construction or placing of buildings, roads, signs, billboards, advertising, utilities, or other structures on or above the ground, other than those roads, structures or signs that may be authorized herein and are consistent with or necessary to accomplish the purpose of this Easement; and
  - 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; and
  - c. Removal or destruction of trees, shrubs, other vegetation, or wildlife; and
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; and
  - e. 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 (perimeter fencing shall not be considered a violation of this subparagraph); and
  - f. Acts or uses detrimental to such aforementioned retention of land or water areas; and
  - g. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance, except for those lawful acts necessary to achieve natural area restoration.
5. **Access.** No right of access by the general public is conveyed or restricted by this Easement.
6. **Operation and Upkeep.** Grantee shall not be responsible for any costs and liabilities related to the operation, upkeep and maintenance of the Property.
7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this 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.
8. **Assignment.** Upon prior written approval by Grantor, this Easement may be transferred or assigned by Grantee to another organization qualified to hold such interests under applicable State laws. Transfers or assignments shall be accomplished by written amendment of this Easement.
9. **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this

Easement shall not be affected thereby, as long as the purpose of the Easement is protected.

10. **Amendment.** This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be filed in the public records in Palm Beach County.

11. **Notices.** All notices, consents, approval 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.

12. **Entire Agreement.** This Easement, (including the Exhibits hereto and any written amendments thereto, executed by all parties), constitutes the entire Easement, and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

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


IN WITNESS WHEREOF, the Parties hereto have executed this Conservation Easement this 12 day of February, 2009.

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: John F. Kohns  
John F. Kohns, Chairman

ATTEST:  
SHARON R. BOCK, CLERK & COMPTROLLER

By: Nancy Powell  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: James Brink  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

# EXHIBIT "A"

## LEGAL DESCRIPTION OFFICIAL RECORD BOOK 14094, PAGE 100

PROPERTY CONTROL NO. 00-42-41-03-00-000-3070

THE EAST 220 FEET OF THE NORTH 492.50 FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST IN PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION CONVEYED TO CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT RECORDED IN DEED BOOK 1159, PAGE 313, AND ALSO LESS AND EXCEPT THE NORTH 146.67 FEET OF THE WEST 110 FEET OF SAID EAST 220 FEET AS DESCRIBED AFORESAID PALM BEACH COUNTY, FLORIDA.

PROPERTY CONTROL NO. 00-42-41-03-00-000-3090

THE NORTH 96.67 FEET OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST.

PROPERTY CONTROL NO. 00-42-41-03-00-000-3080

THE SOUTH 50 FEET OF THE NORTH 146.67 FEET OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE NORTH 492.50 FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

PROPERTY CONTROL NO. 00-42-41-03-00-000-3110

THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST. LESS THE EAST 220 FEET OF THE NORTH 492.50 FEET TO THE EXTENT THE DESCRIBED PARCELS LIE NORTH OF THE C-18 CANAL.

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST QUARTER (W 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) BOTH OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST TO THE EXTENT THE DESCRIBED PARCELS LIE NORTH OF THE C-18 CANAL.

ALL BEING IN PALM BEACH COUNTY, FLORIDA.

LESS THE RIGHT OF WAY AND EMBANKMENT EASEMENTS PER RESOLUTION NO. R-2003-0841.

PARCELS CONTAIN 279.074 SQUARE FEET OR 6.4067 ACRES MORE OR LESS.

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, 160 AUSTRALIAN AVENUE, SUITE 405, WEST PALM BEACH, FLORIDA, 33406.

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

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

12-24-08  
DATE

PROJECT NO. 2006012-17	SHEET 2	PROJECT <b>LIMESTONE CREEK NATURAL AREA CONSERVATION EASEMENT</b>	DESIGN FILE NAME S-1-06-2523.DGN	DRAWING NO. S-1-06-2524	SCALE AS SHOWN N.J.H. E.A.O. FIELD BOOK NO. B/11/06	NO.	REVISION	BY	DATE
						1	ADD PCN'S & DIMENSIONS & CHANGE TITLE	N.J.H.	12-24-08



**PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES**  
160 AUSTRALIAN AVENUE  
WEST PALM BEACH, FL 33406

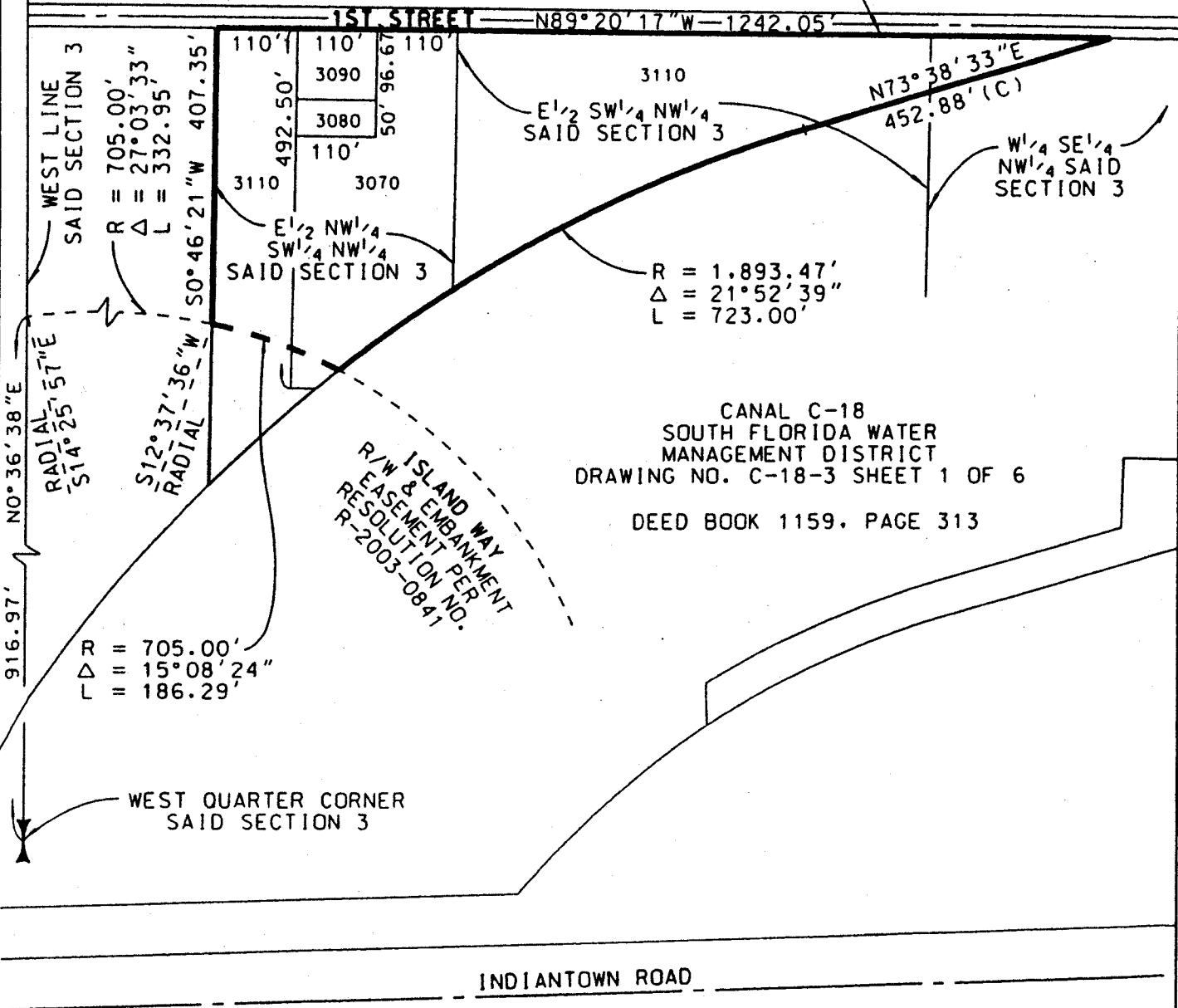


# LEGEND

ORB = OFFICIAL RECORD BOOK  
 AM = ACCESSOR'S MAP  
 R/W = RIGHT OF WAY  
 P.B. = PLAT BOOK  
 P. = PAGE  
 R = RADIUS  
 L = ARC LENGTH  
 Δ = CENTRAL ANGLE  
 3110 = PROPERTY CONTROL NUMBER

N

SCALE: 1" = 200'



THIS IS NOT A SURVEY

LIMESTONE

EXHIBIT "A"

LEGAL DESCRIPTION  
OFFICIAL RECORD BOOK 13975, PAGES 1870-1872

A PORTION OF TRACT 26, LOXAHATCHEE GARDEN FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 68, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


ALL OF SAID TRACT 26, LESS AND EXCEPT THAT DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 3943, PAGE 1393, AND THAT CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT RIGHT OF WAY DESCRIBED IN DEED BOOK 1159, PAGE 317, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 26, LOXAHATCHEE GARDEN FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 68, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 26.; THENCE NORTH 01°48'20" EAST ALONG THE WEST LINE OF SAID TRACT 26, A DISTANCE OF 266.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 CANAL, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 01°48'20" EAST, A DISTANCE OF 1034.30 FEET TO A POINT ON THE SOUTHERLY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED IN O.R. BOOK 3943, PAGE 1393, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°15'51" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 227.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 91°10'10" AND AN ARC DISTANCE OF 175.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF CENTRAL BOULEVARD AND A POINT OF TANGENCY; THENCE SOUTH 01°54'20" WEST, A DISTANCE OF 730.77 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SAID C-18 CANAL; THENCE SOUTH 61°32'44" WEST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 392.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PROJECT NO. 2006012-17	SHEET 3	PROJECT <b>LIMESTONE CREEK NATURAL AREA CONSERVATION EASEMENT</b>	DESIGN FILE NAME S-1-06-2523.DGN	DRAWING NO. S-1-06-2523	SCALE 1" = 200' FIELD BOOK NO. 8/11/06	NO. 1	REVISION CORRECT DB & ORB'S & CHANGE TITLE	BY J.H.	DATE 10/28/06		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES  160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406

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LEGAL DESCRIPTION  
OFFICIAL RECORD BOOK 16014. PAGES 1407-1409

A PORTION OF TRACT 27, LOXAHATCHEE GARDENS FARMS, ACCORDING TO THE PLAT THEREOF ON FILE AS RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID TRACT 27, LESS AND EXCEPT THAT WARRANTY DEED AS DESCRIBED IN OFFICIAL RECORD BOOK 3957, PAGE 1364, AND THAT CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT RIGHT OF WAY DESCRIBED IN DEED BOOK 1168, PAGE 13, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS CONTAIN 693.140 SQUARE FEET OR 15.9123 ACRES MORE OR LESS.

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, 160 AUSTRALIAN AVENUE, SUITE 405, WEST PALM BEACH, FLORIDA, 33406.

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

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

10-29-08  
DATE

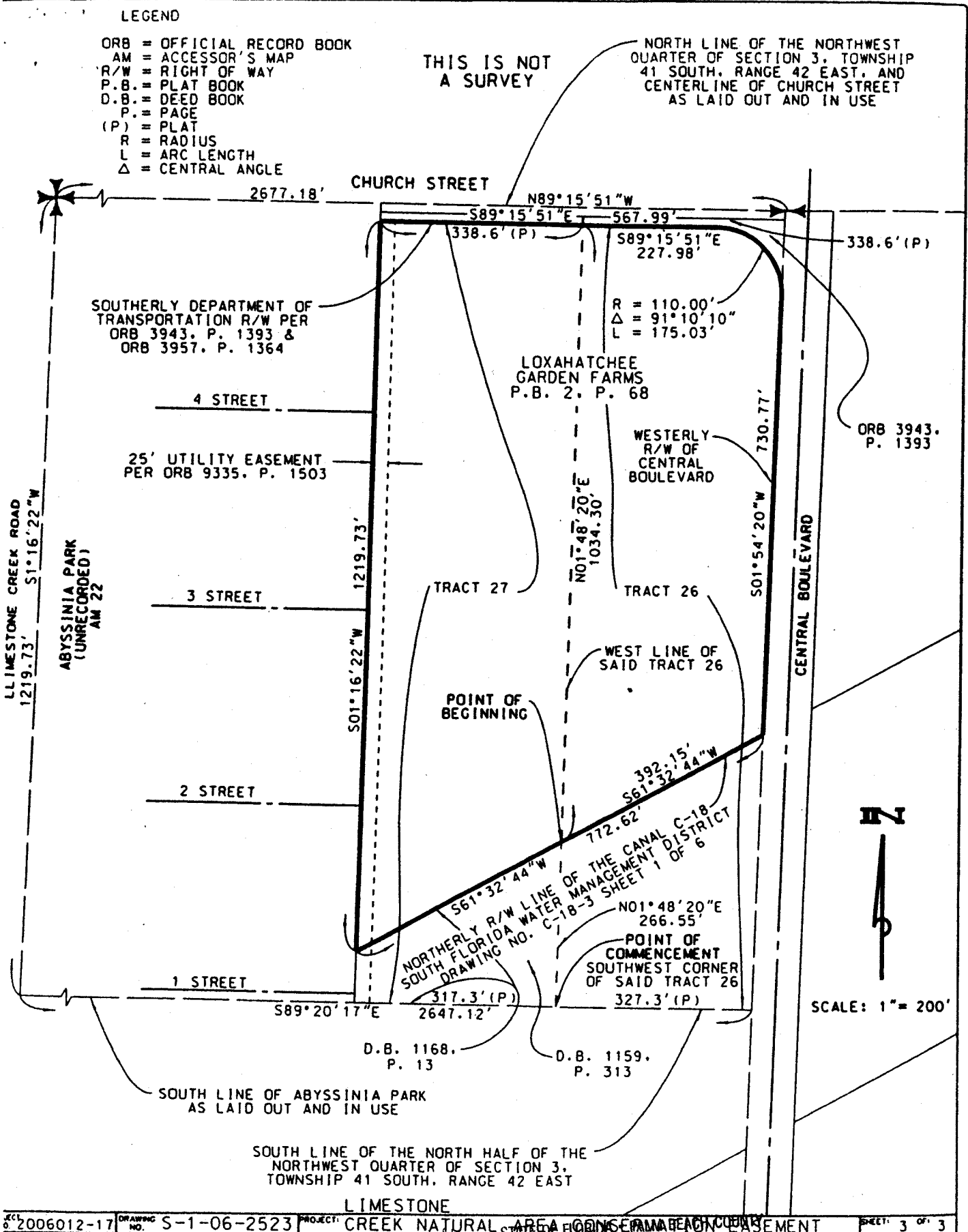
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LEGEND

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D.B. = DEED BOOK  
P. = PAGE  
(P) = PLAT  
R = RADIUS  
L = ARC LENGTH  
Δ = CENTRAL ANGLE

THIS IS NOT  
A SURVEY

NORTH LINE OF THE NORTHWEST  
QUARTER OF SECTION 3, TOWNSHIP  
41 SOUTH, RANGE 42 EAST, AND  
CENTERLINE OF CHURCH STREET  
AS LAID OUT AND IN USE



SCALE: 1" = 200'

2006012-17 DRAWING NO. S-1-06-2523 PROJECT: CREEK NATURAL AREA FOR EASEMENT SHEET 3 OF 3



I hereby certify that the  
foregoing is a true copy  
of the record in my office.

THIS 2 DAY OF Mar, 2009  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By DEPUTY CLERK

12

**RESOLUTION NO. R-2005-1770**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING STANDARD FORM CONSERVATION EASEMENTS; 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 approve the issuance of \$100,000,000 in general obligation bonds for the acquisition, protection and preservation of environmentally sensitive lands; and

**WHEREAS**, the citizens of Palm Beach County voted on March 9, 1999, to approve the issuance of \$150,000,000 in general obligation bonds for the acquisition, protection and preservation of conservation lands; and

**WHEREAS**, the Board of County Commissioners has determined that the public interest is best served by the preservation and management of County-owned natural areas as preserves or for conservation forever and that the best means of ensuring permanent preservation is to provide an additional layer of protection for such areas through third party conservation easements; and

**WHEREAS**, the Board of County Commissioners desires to establish standard form conservation easements and authorize the Chair or Vice Chair to execute such easements.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, that:**

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

2. Standard Form Conservation Easements. The Board of County Commissioners hereby approves: (i) the standard form Deed of Conservation Easement attached hereto as Exhibit "A" for the conveyance of conservation easements to the South Florida Water Management District or other environmentally-related governmental agencies; and (ii) the standard form Deed of Conservation Easement attached hereto as Exhibit "B" for the conveyance of conservation easements to The Nature Conservancy or other nationally-recognized, not-for-profit land conservation groups (hereinafter collectively referred to as "Conservation Easements").

3. Delegation of Signature Authority. The Board of County Commissioners hereby authorizes the Chair or Vice Chair to execute the Conservation Easements on behalf of the County in substantially the form attached hereto subject to the limitations set forth herein. The Conservation Easements provided for herein shall only be offered on County-owned natural areas that are subject

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

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

5. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing resolution was offered by Commissioner McCarty, who moved its adoption. The motion was seconded by Commissioner Aaronson, and, being put to a vote, the vote was as follows:

COMMISSIONER TONY MASILOTTI, CHAIRMAN	<u>Absent</u>
COMMISSIONER ADDIE L. GREENE, VICE CHAIRPERSON	<u>Aye</u>
COMMISSIONER KAREN T. MARCUS	<u>Aye</u>
COMMISSIONER JEFF KOONS	<u>Aye</u>
COMMISSIONER WARREN H. NEWELL	<u>Absent</u>
COMMISSIONER MARY McCARTY	<u>Aye</u>
COMMISSIONER BURT AARONSON	<u>Aye</u>

Then the Chairman thereupon declared the resolution duly passed and adopted this 13th day of September, 2005.

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

Sharon R. Bock, Clerk & Comptroller

By: Barbara J. Volkman  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Laura Burke  
County Attorney

