

Background and Justification (Cont.): Whatever improvement program might ultimately be planned for the property would require integration into the five year Capital Improvement Program (CIP) with specific timing being determined by public facility priorities and other policy considerations. In the interim, the property can be used in its current condition as a logistical site during localized instances that demand an emergency management response. Staff estimates that the annual maintenance cost will be approximately \$600, which will be the responsibility of Fire Rescue.

In 1974, the United States of America purchased the property from a corporate entity for \$53,280.00. The 2014 assessed value of the property was \$227,827.00.

Florida Statutes Section 286.23 does not require a Disclosure of Beneficial Interests from another governmental agency.

TWP 46

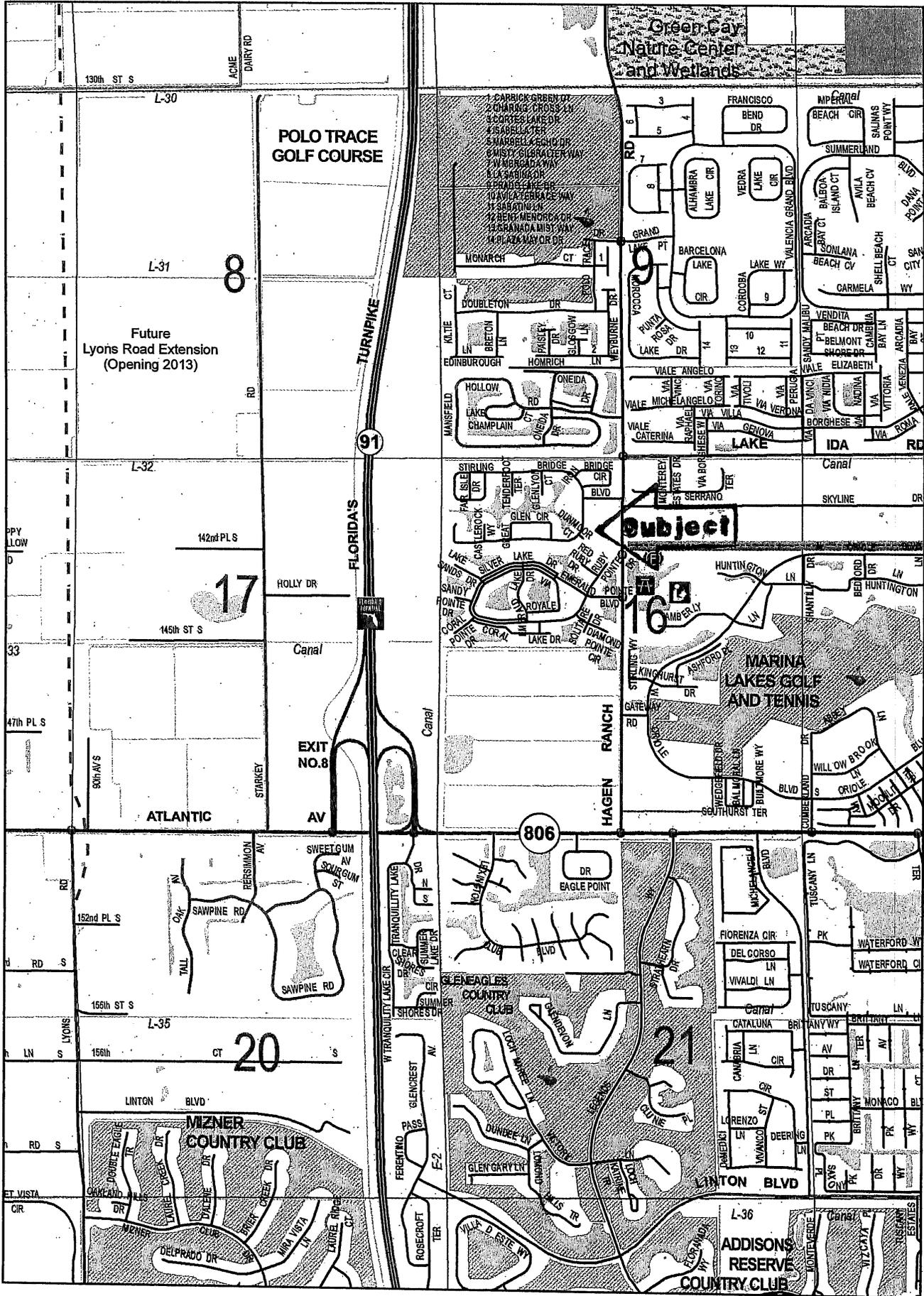
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LOCATION MAP

Attachment #1

Handwritten signature or initials.

Prepared by:



SANDRA BALMER
General Services Administration
Office of Regional Counsel
Region IV, Atlanta, Georgia
GSA Control No. 4-U-FL-1326AA

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (formerly codified at 40 U.S.C. 484, now codified at 40 U.S.C. §§ 101 et seq.) at 40 U.S.C. Section 553(b)(3), and regulations and orders promulgated thereunder, Grantor, without monetary compensation but for the good and valuable consideration of the use of the Property for emergency management response purposes pursuant to the above-cited Act and the covenants, conditions and restrictions hereafter contained, does hereby release, transfer, convey and quitclaim without representation or warranty, expressed or implied, except as hereinafter stated, unto Palm Beach County, whose address is 2633 Vista Parkway, West Palm Beach, Florida, 33411, Grantee, its successors and assigns, all right, title, and interest that the Grantor has or may have, if any, in or to real property (the "Property") formerly known as the

"FAA RCLT Communication Link Receiver" situated in Palm Beach County, State of Florida, and being more particularly described in Exhibit "A," which is attached, made a part hereof, and consists of one (1) page. The Property consists of 5.76 acres of unimproved land.

The Property was acquired by that certain quitclaim deed from Iron City Sash & Door Company, to the United States of America executed to correct the description of warranty deed dated December 20, 1974, and recorded December 26, 1974, at Official Record Book 2378, page 928 of the Public Records of Palm Beach County, Florida.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, excepting any right as herein specifically reserved or accepted.

SUBJECT, HOWEVER, to any and all existing easements, recorded or unrecorded, including but not limited to rights-of-way for public roads, highways, streets, waterways, railroads, pipelines, drainage and sewer lines and public utilities; and to any state of facts which may be disclosed by an inspection and current, detailed survey of the Property described in Exhibit "A".

The Grantee acknowledges that the Property is transferred pursuant to 40 U.S.C. Section 553(b)(3) for emergency management response use and that the director of the Federal Emergency Management Agency has determined the Property is required by the Grantee for emergency management response purposes. The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby conveyed, or any part thereof, that the Property will be used and maintained as an emergency management response facility in perpetuity, and that in event the Property ceases to be so used or maintained, all or any portion of the Property shall, in its then existing condition, at the option of the Grantor, revert to the Grantor. In the event of a reversion of the Property, the Grantee

agrees to provide an acceptable level of protection and maintenance for the Property until title has actually reverted.

Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
- (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
 - ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **Grantee**, its successor(s) or assign(s), seek to have **Grantor** conduct or

pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days' written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its successors and assigns, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf this the 27th day of January, 2015.

UNITED STATES OF AMERICA
Acting by and through Administrator
of General Services

By: Lori P. Dennis
LORI P. DENNIS
Contracting Officer
Property Disposal Division
General Services Administration
Region IV, Atlanta, Georgia

WITNESSES:

[Signature]
[Signature]

STATE OF GEORGIA)
)
COUNTY OF Fayette)

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, LORI P. DENNIS, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, who acknowledged he executed, signed and delivered the foregoing document dated the 27th day of January, 2015, after being authorized to do so.

Given under my hand and seal this 27th day of January, 2015.



Nancy H. Vogel
Notary Public
State of Georgia

My commission expires: 7/16/2017

FAA RCLT Communication Link Receiver
Delray Beach, Florida
GSA Control No. 4-U-FL-1326AA

Acceptance

The GRANTEE hereby accepts this Quitclaim Deed and by such acceptance agrees to all its terms and conditions.

Witnesses:

PALM BEACH COUNTY, FLORIDA

By: _____

Its: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

On this _____ day of _____, 2015, personally appeared before me, a Notary Public in the State of Florida, _____, to me known as the person described in and who executed the foregoing instrument as his act and deed and that he was duly authorized to execute said instrument for the purpose therein expressed.

IN WITNESS WHEREOF, I have set my hand and seal at _____,
_____, this _____ day of _____, 2015

[NOTARY SEAL]

Notary Public

State of Florida
My Commission Expires: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Handwritten Signature]

COUNTY ATTORNEY

"EXHIBIT A"

LEGAL DESCRIPTION

A parcel of land in the Northwest Quarter (NW $\frac{1}{4}$) of Section 16, Township 46 South, Range 42 East, Palm Beach County, Florida more particularly described as follows:

From the Quarter corner in the South line of Section 16, Township 46 South, Range 42 East; thence on an assumed bearing of North $0^{\circ}31'$ East, a distance of 4,836.53 to a point; thence south $43'$ West, a distance of 21.09 feet to the Point of Beginning, thence South $89^{\circ}43'$ West, a distance of 364.60 feet; thence South $1^{\circ}26'$ West, a distance of 670.95 feet; thence North $89^{\circ}28'40''$ East, a distance of 384.70 feet; thence North $0^{\circ}17'$ West, a distance of 669.04 feet to the Point of Beginning, containing 5.76 acres, more or less.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/9/2015

REQUESTED BY: R. Eric McClellan

PHONE: 233-0253

FAX: N/A

PROJECT TITLE: GSA Hagen Ranch Road Acceptance

PROJECT NO.: N/A

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#: N/A

REQUESTED AMOUNT: \$600.00

DATE: N/A

CSA or CHANGE ORDER NUMBER: N/A

CONSULTANT/CONTRACTOR: N/A

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Estimated annual property maintenance cost prior to future site development.

| | |
|--------------------------------|----------|
| CONSTRUCTION (application fee) | \$0 |
| VENDOR SERVICES | \$600.00 |
| STAFF COSTS** | \$0 |
| EQUIP. / SUPPLIES | \$0 |
| CONTINGENCY | \$0 |
| TOTAL | \$600.00 |

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER:

FUND: 1300

DEPT: 440

UNIT: 4234

OBJ: 4605

SUB OBJ:

Done 2/9/15

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

Ad Valorem (source/type: _____)

Non-Ad Valorem (source/type: _____)

Grant (source/type: _____)

Park Improvement Fund (source/type: _____)

General Fund

Operating Budget

Federal/Davis Bacon

SUBJECT TO IG FEE? YES NO

Department: FIRE RESCUE

BAS APPROVED BY: Michael C. Mackey

DATE 2-9-2015

ENCUMBRANCE NUMBER: _____