

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 6, 2015**

☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Deed of Conservation Easement across a portion of Okeeheelee Park South in unincorporated Greenacres in favor of the South Florida Water Management District (SFWMD).

Summary: As a condition of a SFWMD permit for the development of Okeeheelee Park South, the County is required to grant SFWMD a Deed of Conservation Easement upon completion of construction of a surface water management system and on-site wetland mitigation to serve the 600+ acre park. The non-exclusive easement will consist of a wetland mitigation area containing 0.66 acres located on the north bank of the 71-acre on-site lake. The easement is being granted to the SFWMD at no cost as a condition of compliance with the SFWMD permit. (PREM) **District 2 (HJF)**

Background and Justification: Okeeheelee Park South was previously known as Cholee Park. The park is located at 7500 Forest Hill Boulevard in unincorporated Greenacres, between South Jog Road and Florida's Turnpike. The County acquired the land from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) in 1996. In December 2014, SFWMD issued a permit modification for the Okeeheelee Park South site under Permit Number 50-03738-P, Application Number 120117-21. The permit authorized construction and operation of a 4.24 acre recreational park project which includes a boat ramp, restroom building, parking area and associated storm water management facilities. The project also includes creation of an on-site wetland mitigation area to offset on-site wetland impacts associated with the construction of the project.

Attachments:

1. Location Map
2. Deed of Conservation Easement

Recommended By: [Signature] Army Waf
Department Director

9/5/15
Date

Approved By: _____
County Administrator

9/28/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

* No Fiscal Impact

Fixed Asset Numbers: M04536 h. Di Rienzo, FAWO, OFMB 9/11/15
9.815

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB KD
9/14 9/14

[Signature] 9/22/15
Contract Development and Control
B. Wheeler 9-21-15

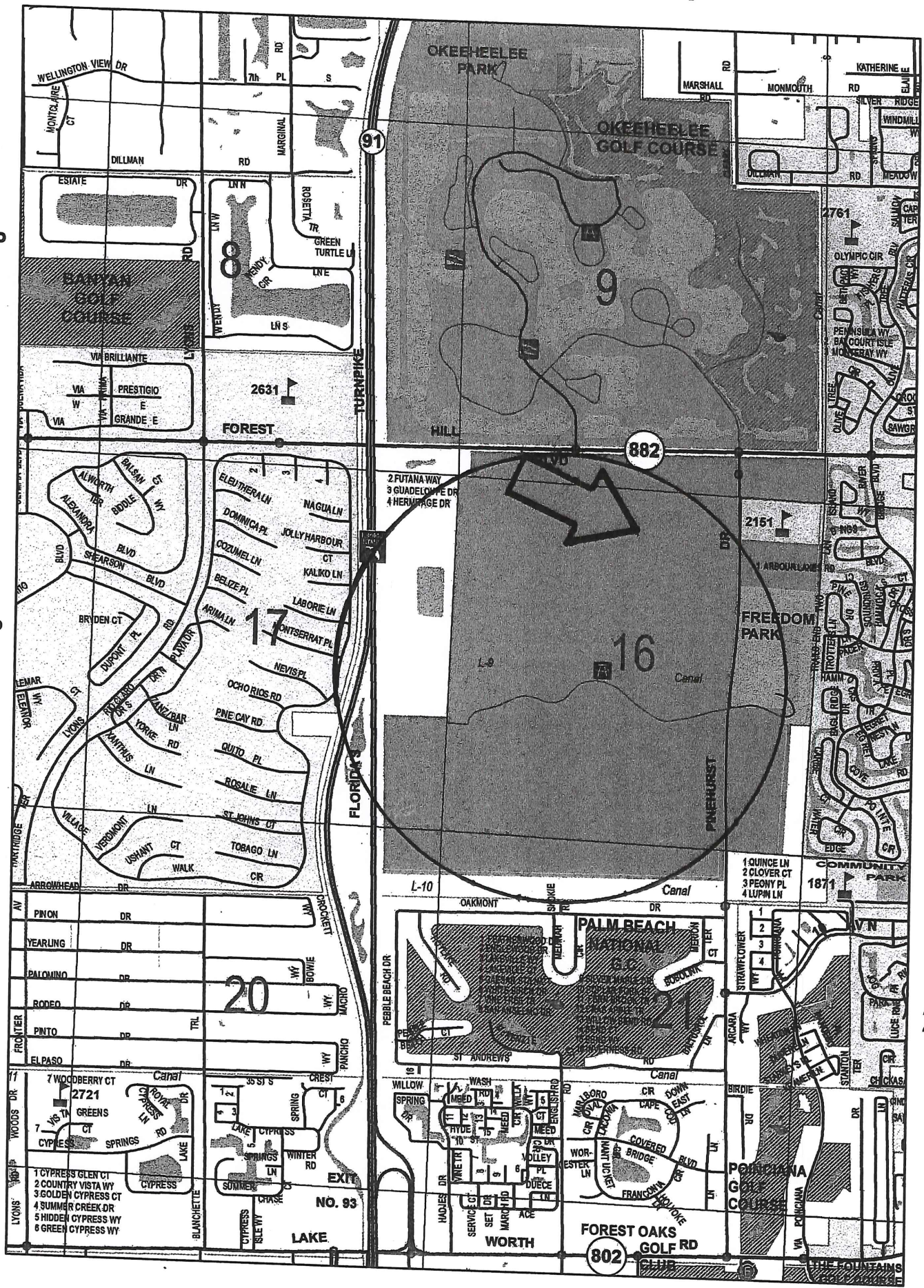
B. Legal Sufficiency:

[Signature] 9/24/15
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



22

23

24

RNG 42

RNG 42

ATTACHMENT NO.1

LOCATION MAP

II

DEED OF CONSERVATION EASEMENT

Prepared by:
Prepared by and Return to:
Ben Williamson, Project Manager
Property & Real Estate Management Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406-1544

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

PCN: Portion of 00-42-43-27-05-015-0490

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 N. Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter referred to as "Grantor"), to the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** (hereinafter referred to as "Grantee"), a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416 ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, Permit No. 50-03738-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

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 provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" 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 existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

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

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the 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, restored, enhanced, or created 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, clearing, and fencing;

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

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. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

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

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. 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.

9. 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.

10. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. 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.

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

13. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Palm Beach County, Florida, and shall rerecord it at any time Grantee may require

to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

14. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, 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 constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. 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 buffer 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 authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, Grantee, and local permitting requirements.

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 Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this _____ day of _____, 20_____.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

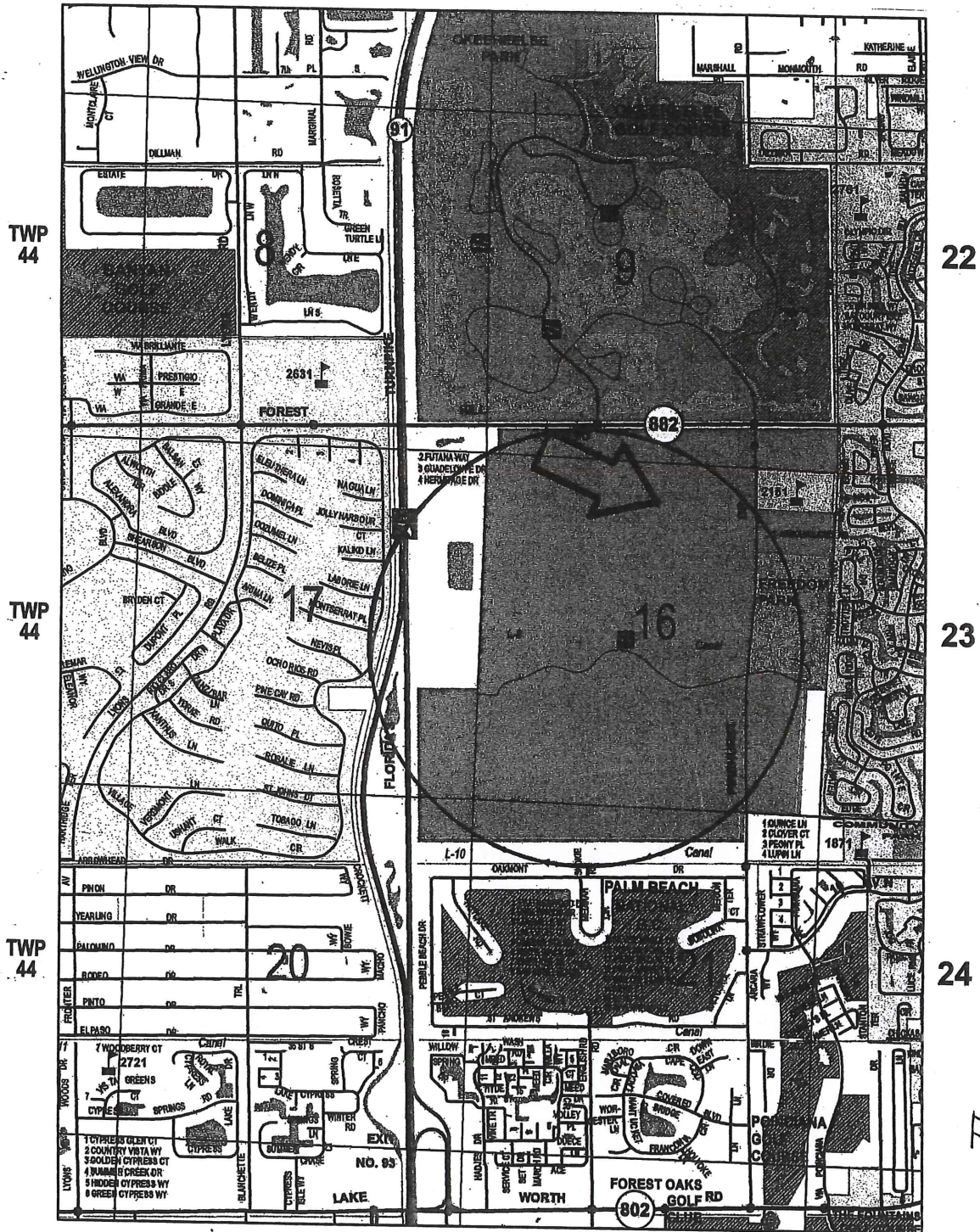
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

EXHIBIT A



LOCATION MAP


A PORTION OF SECTION 16, TOWNSHIP 44 SOUTH, RANGE 42 EAST

EXHIBIT "B"
CONSERVATION EASEMENT

A PARCEL OF LAND FOR CONSERVATION EASEMENT PURPOSES LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA ALSO BEING A PORTION OF SCHOOL SECTION 16, PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT PALM BEACH COUNTY CONTROL POINT PBF 18 AS SHOWN ON THE GEODETIC DENSIFICATION PROJECT FOR EASTERN PALM BEACH COUNTY, FLORIDA RECORDED IN MISCELLANEOUS PLAT BOOK 1, PAGE 3 OF SAID PUBLIC RECORDS; THENCE SOUTH 55° 00'15" EAST, A DISTANCE OF 1324.94 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERLY BOUNDARY OF PARCEL 1 OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT DEED OF CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 23410, PAGE 608 OF SAID PUBLIC RECORDS;
THENCE NORTH 24°00'17" EAST, A DISTANCE OF 39.88 FEET;
THENCE NORTH 46°13'56" EAST, A DISTANCE OF 31.37 FEET;
THENCE NORTH 78°44'03" EAST, A DISTANCE OF 26.72 FEET;
THENCE SOUTH 79°31'29" EAST, A DISTANCE OF 36.66 FEET;
THENCE SOUTH 44°16'13" EAST, A DISTANCE OF 36.97 FEET;
THENCE SOUTH 33°30'17" EAST, A DISTANCE OF 41.78 FEET;
THENCE SOUTH 21°53'49" EAST, A DISTANCE OF 40.70 FEET;
THENCE SOUTH 20°38'08" EAST, A DISTANCE OF 41.04 FEET;
THENCE SOUTH 10°56'43" EAST, A DISTANCE OF 40.39 FEET;
THENCE SOUTH 01°07'21" EAST, A DISTANCE OF 44.62 FEET;
THENCE SOUTH 21°27'08" WEST, A DISTANCE OF 43.63 FEET;
THENCE SOUTH 43°33'27" WEST, A DISTANCE OF 37.61 FEET;
THENCE SOUTH 44°13'09" WEST, A DISTANCE OF 31.86 FEET; TO THE EASTERLY BOUNDARY OF PARCEL 1 OF SAID DEED OF CONSERVATION EASEMENT, THENCE NORTH 44°53'02" WEST ALONG SAID LINE, A DISTANCE OF 39.18 FEET; THENCE NORTH 20°43'25" EAST, A DISTANCE OF 84.92 FEET; THENCE NORTH 38°24'18" WEST, A DISTANCE OF 100.72 FEET; THENCE NORTH 42°33'06" WEST, A DISTANCE OF 94.54 FEET, TO THE POINT OF BEGINING.

CONTAINING 28,548 SQUARE FEET OR 0.6554 ACRES, MORE OR LESS.

SHEET: 1 OF: 3 PROJECT NO. 2014018-02	PROJECT: OKEEHIEEE PARK SOUTH BOAT RAMP/TRAILHEAD WETLAND MITIGATION AREA		SCALE: 1"=60' APPROVED: GWM DRAWN: STA CHECKED: GWM DATE: 9/25/14 FIELD BOOK NO.	NO. 1 2	REVISION REVISE BNDY TO EXISTING 14.0' CONTOUR LINE REVISED PER PREM	BY S T	DATE 8/15 8/15		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-14-3565.dgn	DRAWING NO. S-1-14-3565							

LEGEND

○ = CHANGE IN DIRECTION
P.B.CO. = PALM BEACH COUNTY
O.R.B. = OFFICAL RECORD BOOK
P.O.B. = POINT OF BEGINNING

SURVEYOR'S NOTES

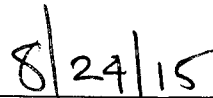
- 1) NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR
- 2) COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR
PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000028018
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
- 3) ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) BEARINGS SHOWN AND DESCRIBED HEREON ARE BASED ON A GRID (NAD 83/90)
BEARING OF NORTH 88°36'40" EAST ALONG THE LINE BETWEEN PALM BEACH
COUNTY CONTROL POINTS "FOR PIKE" AND "PBF 18".
- 6) IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS,
EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY,
WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
- 7) THIS INSTRUMENT WAS PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE
OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM
BEACH, FLORIDA 33411-2745.

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

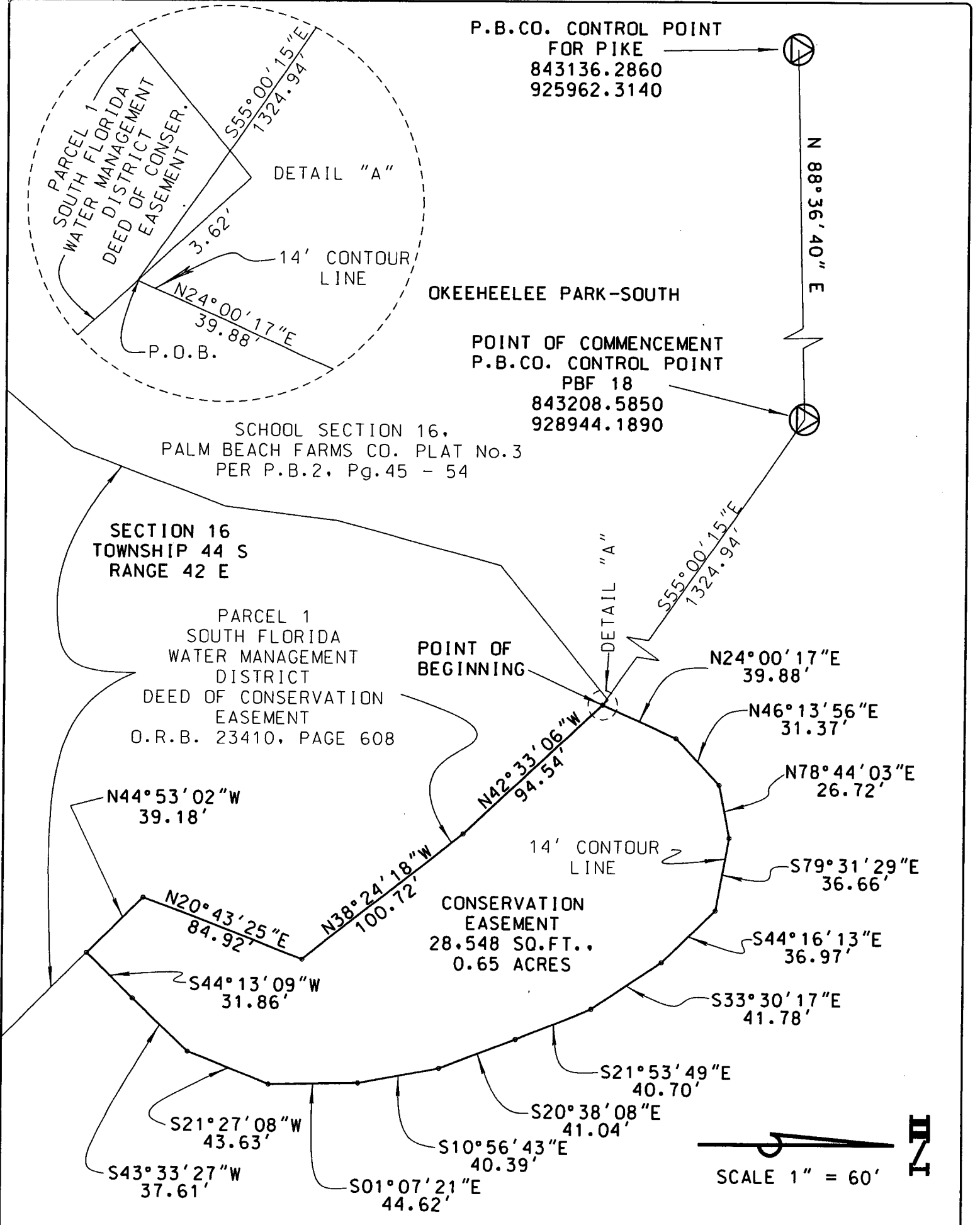
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON
MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



GLENN W. MARK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5304



DATE



P.B.CO. CONTROL POINT
FOR PIKE
843136.2860
925962.3140

N 88°36'40" E

OKEEHHEELER PARK-SOUTH

POINT OF COMMENCEMENT
P.B.CO. CONTROL POINT
PBF 18
843208.5850
928944.1890

SCHOOL SECTION 16,
PALM BEACH FARMS CO. PLAT No.3
PER P.B.2, Pg.45 - 54

SECTION 16
TOWNSHIP 44 S
RANGE 42 E

PARCEL 1
SOUTH FLORIDA
WATER MANAGEMENT
DISTRICT
DEED OF CONSERVATION
EASEMENT
O.R.B. 23410, PAGE 608

POINT OF
BEGINNING

CONSERVATION
EASEMENT
28,548 SQ. FT.,
0.65 ACRES

N24°00'17"E
39.88'

N46°13'56"E
31.37'

N78°44'03"E
26.72'

S79°31'29"E
36.66'

S44°16'13"E
36.97'

S33°30'17"E
41.78'

S21°53'49"E
40.70'

S20°38'08"E
41.04'

S10°56'43"E
40.39'

S01°07'21"E
44.62'

S43°33'27"W
37.61'

S21°27'08"W
43.63'

S44°13'09"W
31.86'

N20°43'25"E
84.92'

N38°24'18"W
100.72'

N42°33'06"W
94.54'

N44°53'02"W
39.18'

14' CONTOUR
LINE

DETAIL "A"

S55°00'15"E
1324.94'

P.O.B.

DETAIL "A"

14' CONTOUR
LINE

PARCEL 1
SOUTH FLORIDA
WATER MANAGEMENT
DISTRICT
DEED OF CONSERVATION
EASEMENT

SCALE 1" = 60'