

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date:	October 17, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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Department:	Facilities Development & Operations
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I. EXECUTIVE BRIEF


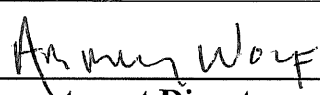

**Motion and Title:** Staff recommends motion to approve: a Corrective Quitclaim Deed from the United States of America, acting by and through the Administrator of General Services for 5.76 acres of unimproved property located in unincorporated Delray Beach.

**Summary:** On March 10, 2015, the Board accepted a Quitclaim Deed from the United States of America, acting by and through the Administrator of General Services for the conveyance of 5.76 acres of unimproved property (Property) located at 14115 Hagan Ranch Road in unincorporated Delray Beach (R2015-0296). The Quitclaim Deed included a scrivener’s error in its legal description. A Corrective Quitclaim Deed is being executed to correct the legal description. (PREM) District 5 (HJF)

**Background and Justification:** The Property formerly supported a Federal Aviation Administration (FAA) communication tower and related ancillary improvements. On May 20, 2014, the U.S. General Services Administration (GSA) issued a letter informing the County that the property was determined to be surplus Federal Government property and available for disposal. Formal notice of the County’s interest in the property for emergency management response purposes was issued on June 12, 2014. An Application for Surplus Federal Real Property Public Benefit Conveyance was then submitted by the County’s Facilities Development & Operations Department to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) on July 25, 2014. Said application was approved by FEMA and GSA, and on March 10, 2015, the Board accepted a Quitclaim Deed that transferred ownership of the Property to the County. The conveyance from the federal government was without charge and is subject to restrictions limiting use of the Property to emergency management response purposes. The Corrective Quitclaim Deed will be recorded in the public records of Palm Beach County, Florida.

- Attachments:**
- 1. Location Map
  - 2. Corrective Quitclaim Deed (with Exhibit “A”)

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Recommended By:			9/26/17
		Department Director	Date
Approved By:			10/6/17
	County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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: N/A

C. Departmental Fiscal Review: 9/25/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB AR 9/27/17 AR 9/28/17 Contract Development and Control 10/2/17 10/3/17

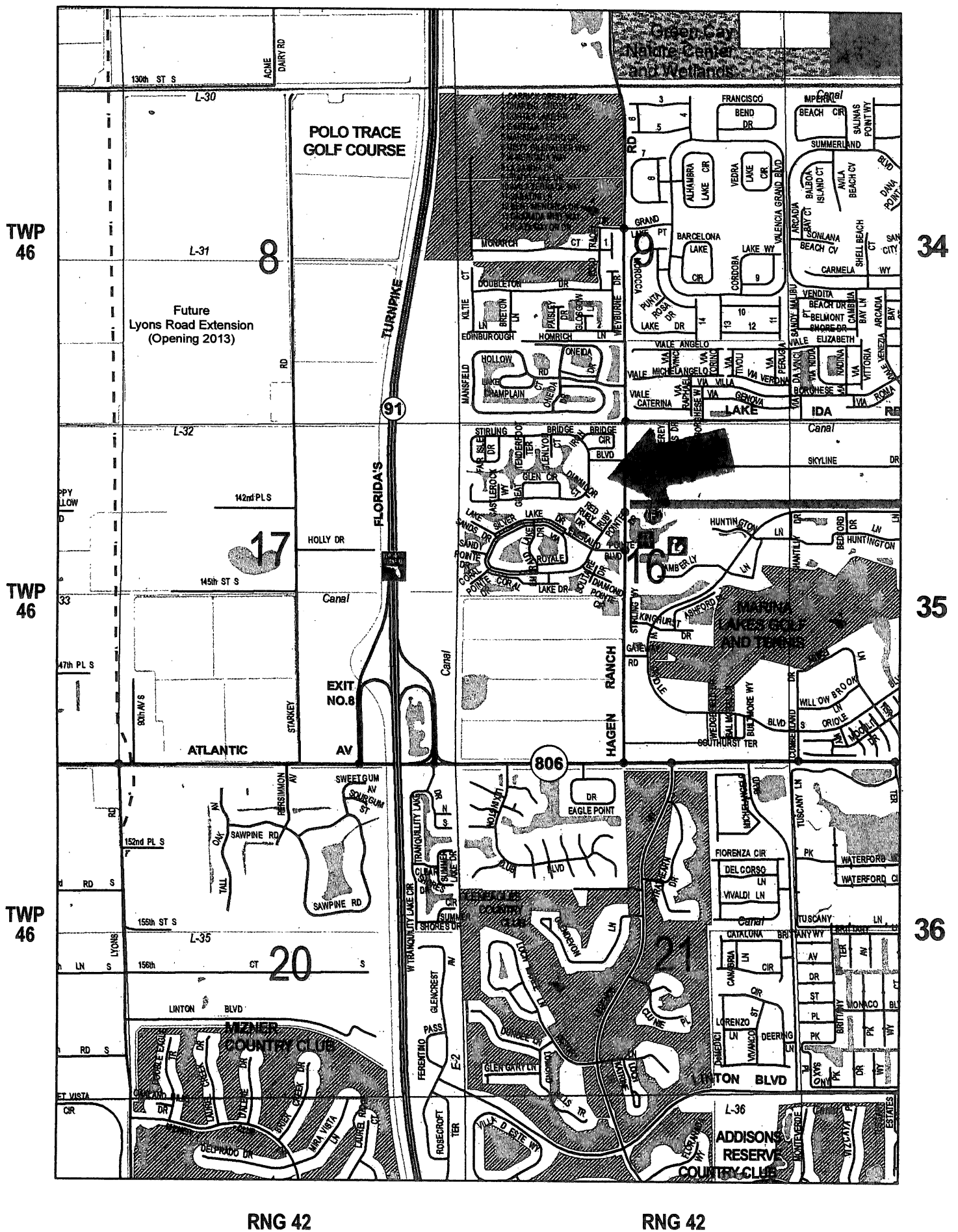
B. Legal Sufficiency:

10/5/17  
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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



# LOCATION MAP

Attachment \* 1  
Page 1 of 1

Attachment \* 2  
Corrective Quitclaim Deed  
7 Pages

Prepared by:



Sandra Balmer, Esq.  
GSA Office of General Counsel  
Southeast Sunbelt Region (LD4)  
77 Forsyth Street, S.W.  
Atlanta, Georgia, 30303  
GSA Control No. 4-U-FL-1326AA

**CORRECTIVE QUITCLAIM DEED**

**This Deed is being recorded solely to correct the legal description in Exhibit "A" found in that certain Quitclaim Deed recorded 3/23/15 as Instrument No. 20150103040 in Official Record Book 27415 Page 0983 in the Public Records of Palm Beach County, Florida.**

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 29<sup>th</sup> day of August, 2017.

WITNESSES:

Crissie Marvitt  
Witness Signature

Crissie Bravitt  
Print Witness Name

Joseph R. Crenshaw  
Witness Signature

Joseph R. CRENSHAW  
Print Witness Name

**UNITED STATES OF AMERICA**

Acting by and through Administrator  
of General Services

By: Lori P. Dennis  
LORI P. DENNIS  
Contracting Officer  
Real Property Utilization  
and Disposal Division

General Services Administration  
Region IV, Atlanta, Georgia

STATE OF GEORGIA     )  
                                      )  
COUNTY OF Cobb     )

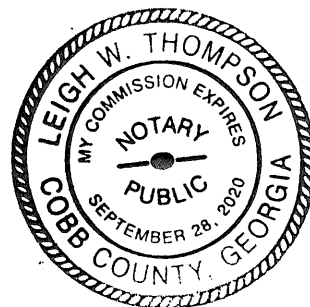
I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, LORI P. DENNIS, Contracting Officer, Real Property Utilization and Disposal Division, General Services Administration, Region IV, Atlanta, 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 29<sup>th</sup> day of August, 2017, after being authorized to do so.

Given under my hand and seal this 29<sup>th</sup> day of August, 2017.

Leigh W. Thompson  
Notary Public  
State of Georgia  
Print Name: Leigh W. Thompson  
My commission expires: 9/28/20

[NOTARY SEAL]

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.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Paulette Burdick, 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: Jeff Armstrong  
Department Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared Paulette Burdick, Mayor, personally known to me or who produced \_\_\_\_\_ as identification and who did ( ) did not ( ) take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**“EXHIBIT A”**

**LEGAL DESCRIPTION**

A parcel of land in the Northwest Quarter (NW ¼) 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°31' East, a distance of 4,836.53 to a point; thence South 89° 43' West, a distance of 21.09 feet to the Point of Beginning, thence South 89° 43' West, a distance of 364.60 feet; thence South 1° 26' West, a distance of 670.95 feet; thence North 89° 28' 40" East, a distance of 384.70 feet; thence North 0° 17' West, a distance of 669.04 feet to the Point of Beginning, containing 5.76 acres, more or less.