

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM SUMMARY**

**Meeting Date:** December 18, 2018      (X) Consent      ( ) Regular  
( ) Workshop      ( ) Public Hearing

**Department:** Environmental Resources Management  
**Submitted By:** Environmental Resources Management  
**Submitted For:** Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Termination of a Non-Exclusive Ingress and Egress Easement (Termination Easement) dated August 26, 2014, and recorded in Official Records Book 27002, Page 792 of the Public Records of Palm Beach County, Florida.

**Summary:** On August 19, 2014, Palm Beach County (County) entered into an Agreement with American Equities Ltd. No. 6 (AE6) [R2014-1220], providing for the phased grant of easements to the County across AE6's 80 acre property for the County's access to the Pine Glades Natural Area. AE6 sold the property and assigned its rights under the Agreement to SR II, LLC. Pursuant to that Agreement, the County is replacing a previously executed, but unrecorded termination of a non-exclusive access easement over the 80 acres with this new Termination Easement. This new Termination Easement reflects the change in ownership and proposed development of the property. **No County funds required.** District 1 (AH)

**Background and Justification:** In exchange for the County terminating a non-exclusive access easement (original easement) over the northern portion of 80 acres owned by AE6 in August 2014, AE6 granted a Blanket Ingress and Egress Easement (Blanket Easement) to the County over their entire property. This was the first stage of a Board of County Commissioners (BCC)-approved multi-step exchange of easements (R2014-1220) to allow AE6 to develop their property and for the County to maintain access for County personnel, County contractors, and emergency personnel to the Pine Glades Natural Area located immediately north of the AE6 property. AE6 subsequently sold the property to SR II, LLC. That entity became the successor to the Agreement with the County and intends to develop the 80-acre property into a man-made surfing facility, and to complete that project, requests the County release the Blanket Easement over the property that was ultimately contemplated in the original Agreement with AE6. SR II, LLC has granted and recorded a Non-Exclusive Ingress and Egress Easement (Official Records Book 30172, Page 1181) to the County that is geographically improved from the original easement over the northern portions of their 80-acre property to provide the County's desired access to the Pine Glades Natural Area. The termination of the Blanket Easement over the 80-acre SR II, LLC property will complete the easement exchanges contemplated in the original Agreement with AE6, but will be addressing the current landowner and developer of the property. This Termination Easement document needs to be executed by the BCC because the original release of the Blanket Easement document executed back in 2014, but held in escrow and not recorded, contemplated a different entity developing the property and a different development scenario for the property. Therefore, the 2014 executed Termination of Easement document is inappropriate and should be replaced by this proposed Termination of Easement.

**Attachments:**

## 1. Termination of Easement

**Recommended by:**

**Department Director**

11/29/18  
Date

**Approved by:**

**Assistant County Administrator**

12/5/18  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
<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:

There is no fiscal impact associated with this item.

### C. Department Fiscal Review:

*S. Henry*

## III. REVIEW COMMENTS

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

*[Signature]* 11/29/18  
OFMB #60 11/29

*[Signature]* 12/3/18  
Contract Development and Control

### B. Legal Sufficiency:

*Anne Delgent* 12-5-18  
Assistant County Attorney

### C. Other Department Review:

*[Signature]*  
Department Director  
Director, FHEM

Prepared By/Record & Return To:

Scott L. McMullen, Esq.  
JONES, FOSTER, JOHNSTON & STUBBS, P.A.  
4741 Military Trail, Suite 200  
Jupiter, FL 33458

## TERMINATION OF NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

This Termination of Non-Exclusive Ingress and Egress Easement (hereinafter referred to as this "**Termination**") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by **Palm Beach County, a political subdivision of the State of Florida** (hereinafter referred to as the "**County**") having a mailing address of 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

### WITNESSETH:

**WHEREAS**, by virtue of that certain Non-Exclusive Ingress and Egress Easement dated August 26, 2014 and recorded in Official Records Book 27002, Page 792 of the Public Records of Palm Beach County, Florida (hereinafter referred to as the "**Easement**"), American Equities Ltd. No. 6, a Florida limited partnership, the predecessor in interest to SR II, LLC, a Delaware limited liability company (hereinafter referred to as the "**Property Owner**"), granted to the County certain access rights (i.e. a blanket easement across, over and upon the Property Owner's Property for ingress and egress by County's employees, County's contractors and emergency vehicles to and from the County's Property) with respect to the real property described therein as the Easement Premises; and

**WHEREAS**, the County desires to release, discharge, vacate, terminate and forever abandon all of its right, title, and interest in and to the Easement.

**NOW, THEREFORE**, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the County, the County acknowledges and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The County represents and warrants that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easement and is therefore entitled to execute this Termination.
3. The County hereby releases, discharges, vacates, terminates and forever abandons all of its right, title, and interest in and to the Easement.

4. This Termination does not in any way release, discharge, vacate, terminate or abandon any right, title, or interest in the Non-Exclusive Ingress and Egress Easement dated October 1, 2018 by SR11, LLC in favor of Palm Beach County and recorded in Palm Beach County's Official Record Book 30172, Page 1181.

**IN WITNESS WHEREOF**, the County has caused this Termination of Easement to be executed on the day and year first above written.

ATTEST:

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida for  
Its Board of County Commissioners**

\_\_\_\_\_  
Sharon L. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Anne Deland  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By: Deborah Drum  
Deborah Drum, Director  
Environmental Resources Management