

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
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 <u>X</u> _____	
Does this item include the use of federal funds?			Yes _____	No <u>X</u> _____	

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. Neary

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Liz Munte 7/21/21
OFMB 7/21/21
Javonio Ackerson 7/21/21

A. J. Jambury 8/12/21
Contract Administrator
8-2-21 TW

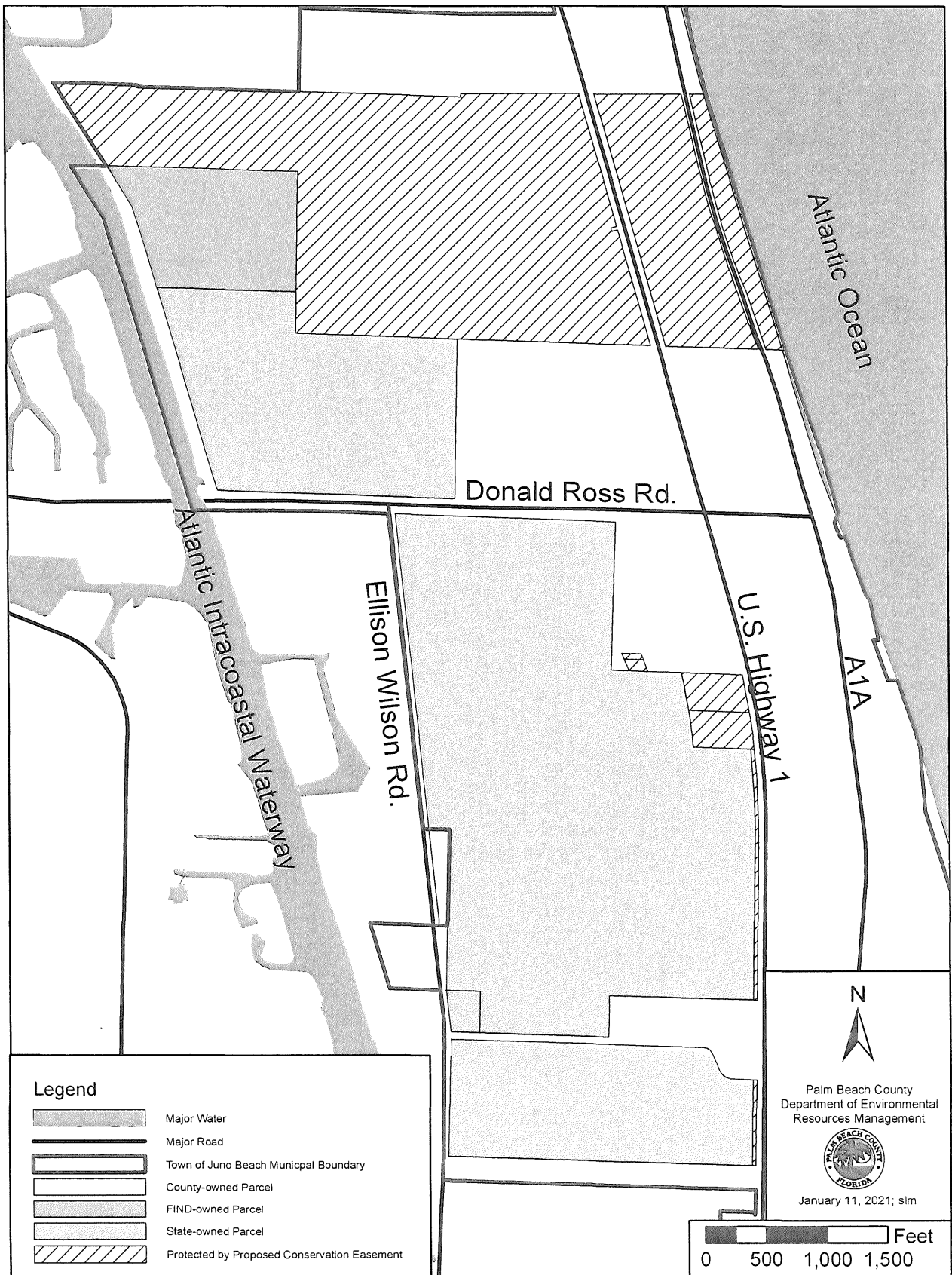
B. Legal Sufficiency:

[Signature] for Scott Stone 8/13/21
Assistant County Attorney

C. Other Department Review: Facilities Development & Operations

Department Director/Division Director

Attachment 1



Juno Dunes Natural Area -
Areas to be Protected by Proposed Conservation Easement

RESOLUTION 2021-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING AND ACCEPTING A DEED OF CONSERVATION EASEMENT FROM PALM BEACH COUNTY AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THE EASEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has presented the Town with a Deed of Conservation Easement for the Juno Dunes Natural Area parcels owned by the County in accordance with Section 704.06, Florida Statutes; and

WHEREAS, the purpose of the Conservation Easement is to assure that the parcels identified in the Conservation Easement be retained forever predominantly in their natural condition and that the land and water areas be retained and managed in a manner that will protect native plant and animal communities; and

WHEREAS, the Town Council wishes to approve the Deed of Conservation Easement and authorize the Mayor and Town Clerk to execute the Easement on behalf of the Town; and

WHEREAS, the Town Council determines that the adoption of this Resolution benefits the health, safety and welfare of the residents and citizen of the Town of Juno Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, as follows:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Town Council hereby approves the Deed of Conservation Easement from Palm Beach County for the County-owned parcels in the Juno Dunes Natural Area, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Town Clerk to execute the Conservation Easement on behalf of the Town.

Section 3. This Resolution shall be effective immediately upon adoption.

RESOLVED AND ADOPTED this 28th day of April, 2021.

ATTEST:

Caitlin E. Copeland, Town Clerk

Jason Haselkorn, Mayor

I, Caitlin E. Copeland, Town Clerk of the Town of Juno Beach, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Document on file in The Office of the Town Clerk of the Town of Juno Beach, Florida.


IN WITNESS WHEREOF, I have hereunto set my hand and the official seal this 29th day of April, A.D. 2021

Caitlin E. Copeland, Town Clerk

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4



5

Leonard G. Rubin, Town Attorney

Return to:
Sandy Mann
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 28th day of April, 2021, by Palm Beach County, a political subdivision of the State of Florida ("Grantor"), by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 ("Grantor") to the Town of Juno Beach, a Florida municipal corporation, whose business mailing address is 340 Ocean Drive, Juno Beach, Florida 33408 ("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.

WITNESSETH

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, Grantor desires that the Property be preserved and maintained in perpetuity as part of the County's Natural Areas System; 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 (R97-2042D), recorded in Palm Beach County Official Records Book 10199, Pages 831-842 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 any portion of 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.

Grantor hereby covenants with said Grantee that Grantor has good right and lawful authority to convey this Easement.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Conservation Easement this
____ day of _____, 20 ____.

ATTEST:

GRANTOR:

**JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, 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: 
Deborah Drum, Director
Department of Environmental
Resources Management

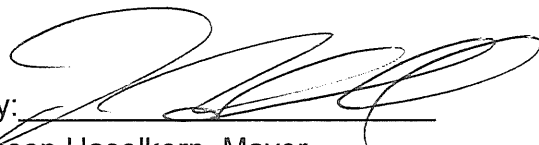
ATTEST:

GRANTEE:

TOWN CLERK:

TOWN OF JUNO BEACH, FLORIDA:

By: 
Caitlin E. Copeland, Town Clerk

By: 
Jason Haselkorn, Mayor

Date: April 28, 2021

Date: April 28, 2021

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

WCI Donation Tract:

A parcel of land lying in Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

That portion of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of said Section 28, Township 41 South, Range 43 East, within a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5.

Together with that portion of the South 170.92 feet of Government Lot 4, lying within a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5.

Together with that portion of the North 572.20 feet of the South 743.12 feet of Government Lot 4, lying within a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5. **Property Control Numbers: 28-43-41-28-00-000-7010 and 28-43-41-28-00-003-0020**

AND

A parcel of land lying in Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

That portion of the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 28, Township 41 South, Range 43 East lying within a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5. LESS AND EXCEPTING THEREFROM those parcels described in Official Records Book 1935, page 1869 and Official Records Book 1883, page 593, public records of Palm Beach County, Florida. **Property Control Number: 28-43-41-28-00-000-7030**

Resolution Trust Tract:

That part of the North 300 feet of the South one-half (S ½) of the Northwest one-quarter (NW ¼) of Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida; which is bounded on the East by the West right of way of State Road No. 5 (see road plat book 2, pages 43-56, inclusive), and bounded on the West by a line parallel with the 500 feet westerly of said West right of way of State Road No. 5.

Parker Tract:

That part of the South 295 feet of the North 595 feet of the South Half (S ½) of the Northwest Quarter (NW ¼) of Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida, which is bounded on the East by the West right of way of State Road Number 5 (see Plat Book 2, Pages 43 through 56) and bounded on the West by a line parallel with 500 foot westerly of said West right of way of State Road No. 5.

Juno Associates Tract:

Parcel 1, Sea Trace P.U.D., according to the Plat thereof recorded in Plat Book 57, Pages 128-129, public records of Palm Beach County, Florida.

Juno Associates Waterfront Tract:

Parcel 2, Sea Trace P.U.D., as recorded in Plat Book 57, Pages 128-129, public records of Palm Beach County, Florida.

Tax Deed Tract:

LOTS 10 AND 11, BLOCK 15, NEW PALM BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 6, PAGE 73.

Alden Donation Tract:

LOT 12, BLOCK 15, NEW PALM BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 6, PAGE 73.