

MEMORANDUM OF AGREEMENT
FOR CONVEYANCE OF REAL PROPERTY INTERESTS
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

THIS AGREEMENT is entered this 3rd day of December, 2013, by and between the South Florida Water Management District, a regional governmental entity of the State of Florida, whose principal place of business is at 3301 Gun Club Road, West Palm Beach, Florida, 33406 (hereafter, "SFWMD"), and the Florida Fish and Wildlife Conservation Commission, a Constitutional Agency of the State of Florida, whose principal place of business is at 620 South Meridian Street, Tallahassee, FL 32399-1600 (hereafter, "COMMISSION").

WHEREAS, the SFWMD is engaged in the process of acquiring certain real property (hereafter "Mecca Farms") from Palm Beach County, Florida (hereafter "COUNTY");

WHEREAS, the parties desire that after SFWMD acquires Mecca Farms, SFWMD transfer fee title to 150 acres of Mecca Farms as generally depicted in attached Exhibit A, made a part hereof, to the COMMISSION for the purpose of constructing and maintaining a Shooting Park (hereafter, "Proposed Shooting Park");

WHEREAS, the COMMISSION is the owner or lessee and primary land managing agency of certain real property located in the J.W. Corbett Wildlife Management Area in Palm Beach County, Florida (hereafter, "Corbett WMA");

WHEREAS, the SFWMD has requested a 150 acre easement (hereafter “Corbett Easement”) over a portion of the Corbett WMA at a location to be approved by the COMMISSION and the Governing Board of the SFWMD (hereafter “Corbett Easement Area”);

WHEREAS, the COMMISSION and the SFWMD agree and affirm the Corbett Easement is an important and essential element in completing the Comprehensive Everglades Restoration Project;

WHEREAS, the SFWMD and the COMMISSION further agree and affirm the Proposed Shooting Park is an essential element in the COMMISSION’s statewide efforts to improve hunter safety and education;

WHEREAS, the SFWMD and the COMMISSION wish to memorialize the commitments and responsibilities of each of them under these circumstances;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the SFWMD and the COMMISSION (hereafter, collectively “the PARTIES”) do hereby covenant and agree as follows:

1. The factual recitations set forth in the “whereas” clauses recited above are true and correct, and the same are hereby incorporated into this Agreement.
2. The SFWMD intends to proceed to closing on the acquisition of Mecca Farms from the COUNTY, on the terms and conditions agreed upon with the COUNTY.
3. The SFWMD agrees after closing on the purchase of Mecca Farms, to pursue conveyance to the COMMISSION of fee title to the Proposed Shooting Park in Mecca Farms as generally depicted in Exhibit A. The PARTIES’ staff will recommend approval of the conveyance contingent upon terms and conditions as agreed to by the PARTIES in a separate acquisition

agreement, including completion of satisfactory due diligence and approval by applicable state and federal agencies.

4. The COMMISSION agrees after SFWMD closing on the purchase of Mecca Farms, to pursue conveyance to the SFWMD the following interests of which the PARTIES' staff will recommend approval of the conveyances contingent upon terms and conditions as agreed to by the PARTIES in a separate acquisition agreement, including identification of the specific Corbett Easement Area location, completion of satisfactory due diligence and approval by applicable state and federal agencies:

(A) the Corbett Easement with respect to the Corbett Easement Area.

(B) (1) consent to the Palm Beach County's assignment of an electrical substation easement to SFWMD and partial assignment of a road easement over the easement areas as set forth in Exhibit "A," and (2) conveyance of a canal and access easements over the easement areas as set forth in Exhibit A.

5. The effective date of this Agreement shall be the date of last signature and shall be in effect until the Parties complete performance under this Agreement unless terminated as otherwise set forth herein.

6. Any and all notices shall be delivered to the individuals identified below unless the applicable party notifies the other party in writing of a modification.

For The COMMISSION:

Mike Brooks, or his successor,
Section Leader, Wildlife and Habitat Management Section
Div. of Habitat & Species Conservation
Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399-1600
Email address: mike.brooks@MyFWC.com
(850) 488-3831

For The SFWMD:

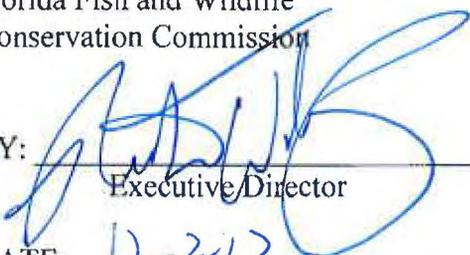
Ray Palmer, or his successor,
Section Leader, Real Estate
South Florida Water Management District
3301 Gun Club Road
MS Number 5210
West Palm Beach, FL 33406
Email address: rpalmer@sfwmd.gov
(561) 682-2246

7. This Agreement may be unilaterally canceled by either Party by providing thirty (30) days advance written notice to the other Party.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Florida Fish and Wildlife
Conservation Commission

BY: 

Executive Director

DATE: 12-3-13

South Florida Water Management District

BY: 1 Dan O'Keefe

Chair

DATE: 11/14/2013

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Commission Attorney

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL

BY: Alex Corn

DATE 10/22/2013

