

This document prepared by:
C. Erica White
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

R2003 1086

JUL 15 2003

FLORIDA COMMUNITIES TRUST
FF1 AWARD #01-036-FF1

FCT Contract# 04-CT-6A-01-FI-J1-036

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 27 day of August, 2003, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and PALM BEACH COUNTY and the TOWN OF LAKE PARK, local governments of the State of Florida (Recipient), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.105, 259.1051, and Chapter 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty-two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

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WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and this Agreement shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by this agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to the Recipient being awarded grant funds from the Florida Forever Trust Fund award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Palm Beach County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Florida Forever Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Palm Beach County
Dept. of Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, FL 33406-1548
ATTN: Richard E. Walesky, Director

FCT Recipient: Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
ATTN: Paul Castro, Mayor

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8. This Agreement may be executed by the recipient 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.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

- a. any lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site to a non-governmental person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;
- d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- e. a management contract of the Project Site with a non-governmental person or organization; and
- f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- f. a management contract of the Project Site with a non-governmental person or organization; and
- g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Two or more resource-based outdoor recreational facilities including a nature trail and wildlife observation area shall be provided. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Palm Beach County.
3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.
4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.
5. The scrub, scrubby flatwoods, and mesic flatwoods that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
6. The Project Site shall be managed in a manner that will protect and enhance the habitat for native wildlife species that utilize or could potentially utilize the site. The development of the Management Plan shall be coordinated with the Florida Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation of native wildlife species and their habitat

7. A prescribed burn plan shall be implemented for the Project Site. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
8. The natural groundwater recharge functions of the Project Site shall be protected and enhanced to maintain the quality and quantity of groundwater within the wellfield protection zone.
9. Approximately three acres of disturbed wet prairie, shall be restored to a functional depression marsh in terms of biological composition and ecological function.
10. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.
11. A feral animal removal program shall be developed and implemented for cats and other non-native wildlife that may be found on the Project Site.
12. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.
13. The location and design of the parking facility shall have minimal impact on the natural resources of the Project Site. The parking area shall incorporate pervious material wherever feasible. Stormwater management facilities for the Project Site shall be designed to provide recreation open space or wildlife habitat.
14. Pedestrian and bicycle access to the Project Site shall be promoted through proposal of pedestrian oriented walkways and bicycle facilities to be constructed along the proposed Park Avenue West roadway at the northern boundary of the Project Site. A bike parking stand shall be installed at the parking lot for the Project Site to provide an alternative to automobile transportation to the Project Site.
15. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
16. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Glendia Y. Harvey
Print Name: Glendia Y. Harvey

Joseph Smith
Print Name: JOSEPH SMITH

PALM BEACH COUNTY

By: Karen T. Marcus
Karen T. Marcus, Chair
Board of County Commissioners

Date:

Dorothy H. Wilken, Clerk

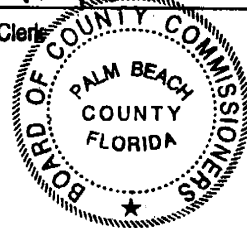
By: Rinda C. Hickman
Deputy Clerk

Approved as to Terms and Conditions:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

Approved as to Form and Legality:

By: Heidi Juhl
Heidi Juhl, Assistant County Attorney



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Witness:

Stephanie Thomas
Print Name: Stephanie Thomas

Vivian Otero
Print Name: Vivian Otero

TOWN OF LAKE PARK

By: Paul Castro
Print Name: Paul Castro
Title: Mayor Town of Lake Park

Date: August 6, 2003

Approved as to Form and Legality:

By: Thomas T. Baird
Print Name: Thomas T. Baird,
Town Attorney

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of Aug, 2003, by Paul CASTRO, as MAYOR, who is personally known to me.



Carol Simpkins
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

Witness:

Gayle H. Brett
Print Name: _____

Rebecca Toner
Print Name: Rebecca Toner

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning,
Executive Director

Date: 8/27/03

Approved as to Form and Legality:
By: [Signature]
Print Name: A.O. Bragg

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of August, 2003, by Janice Browning, as Executive Director. She is personally known to me.

Gayle H. Brett
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

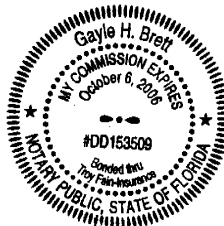


EXHIBIT 'A'

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER (W 1/4) CORNER OF SAID SECTION 20, THENCE SOUTH 01°21'11" WEST, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1350.73 FEET TO A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20; THENCE SOUTH 88°29'41" EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4), A DISTANCE OF 845.77 FEET; THENCE SOUTH 01°22'57" WEST, A DISTANCE OF 29.99 FEET; THENCE SOUTH 88°29'35" EAST, A DISTANCE OF 3.34 FEET; THENCE SOUTH 01°18'43" WEST, A DISTANCE OF 294.98 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 88°41'17" EAST, A DISTANCE OF 482.50 FEET TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST 1/4 (SW 1/4) OF SAID SECTION 20; THENCE NORTH 01°18'43" EAST, ALONG SAID WEST LINE, A DISTANCE OF 270.50 FEET; THENCE NORTH 25°44'13" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 780.96 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD; THENCE NORTH 49°56'03" WEST, ALONG SAID SOUTHWESTERLY LINE OF SAID RAILROAD, A DISTANCE OF 414.09 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF (W 1/2) OF AFORESAID SECTION 20; THENCE NORTH 01°18'43" EAST, DEPARTING SAID SOUTHWESTERLY LINE AND ALONG SAID EAST LINE, A DISTANCE OF 128.23 FEET TO THE NORTHEASTERLY LINE OF AFORESAID OLD DRAKE LUMBER COMPANY RAILROAD; THENCE SOUTH 49°56'03" EAST, DEPARTING SAID EAST LINE AND ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 571.87 FEET; THENCE SOUTH 81°51'03" EAST, DEPARTING SAID NORTHEASTERLY LINE, A DISTANCE OF 378.87 FEET; THENCE SOUTH 78°42'03" EAST, A DISTANCE OF 415.15 FEET; THENCE SOUTH 23°53'57" WEST, A DISTANCE OF 22.15 FEET; THENCE SOUTH 69°04'22" WEST, A DISTANCE OF 63.86 FEET; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 136.60 FEET; THENCE SOUTH 69°04'22" WEST, A DISTANCE OF 293.55 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD; THENCE SOUTH 49°56'03" EAST, ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 353.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE; THENCE NORTH 69°06'22" EAST, DEPARTING AFORESAID NORTHEASTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE, A DISTANCE OF 130.30 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN

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EXHIBIT "A" (cont..)

DEED BOOK 699, AT PAGE 533 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 69°06'22" EAST, A DISTANCE OF 128.00 FEET; THENCE NORTH 20°55'38" WEST, A DISTANCE OF 67.00 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE AND THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 699, AT PAGE 533 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 69°07'42" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 145.41 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1541, AT PAGES 43 THROUGH 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 12.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'40", A DISTANCE OF 18.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 232.68 FEET; THENCE SOUTH 69°04'22" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 146.00 FEET; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 186.00 FEET; THENCE NORTH 69°04'22" EAST, A DISTANCE OF 146.00 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 1541, PAGE 43, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 20°55'38" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 524.99 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE AFORESAID OLD DRAKE LUMBER COMPANY RAILROAD; THENCE NORTH 49°56'03" WEST, DEPARTING SAID SOUTHWESTERLY LINE OF SAID DEED, AND ALONG SAID SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD, A DISTANCE OF 921.25 FEET; THENCE SOUTH 69°03'57" WEST, DEPARTING SAID SOUTHWESTERLY LINE, A DISTANCE OF 268.32 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN ORB 3609, PAGE 283, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°16'46" WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1060.37 FEET TO THE NORTH LINE OF THAT CERTAIN 73 FOOT RIGHT-OF-WAY FOR SILVER BEACH ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 10644, PAGE 971, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°30'30" WEST, DEPARTING SAID WEST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1481.85 FEET; THENCE NORTH 01°18'43" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 917.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (cont..)

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL: (LESS OUT PARCEL)

COMMENCING AT THE INTERSECTION OF THE OLD DRAKE LUMBER COMPANY RAILROAD LINE AND THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE NORTH 49°56'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID OLD DRAKE LUMBER COMPANY RAILROAD, A DISTANCE OF 1121.64 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 69°06'43" WEST, DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 237.64 FEET; THENCE NORTH 20°53'17" WEST, A DISTANCE OF 279.30 FEET; THENCE NORTH 69°06'43" EAST, A DISTANCE OF 138.89 FEET; THENCE SOUTH 26°22'53" EAST, A DISTANCE OF 228.66 FEET; THENCE NORTH 69°04'22" EAST, A DISTANCE OF 48.14 FEET TO THE AFORESAID SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD, THENCE SOUTH 49°56'03" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 59.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN SECTION 20. TOWNSHIP 42 SOUTH. RANGE 43 EAST. PALM BEACH COUNTY. FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1. BLOCK D. SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF TRI-CITY INDUSTRIAL PARK. RECORDED IN PLAT BOOK 28. PAGE 100 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. FLORIDA:

THENCE SOUTH 69° 03' 57" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION. A DISTANCE OF 268.32 FEET:

THENCE NORTH 40° 03' 50" WEST. A DISTANCE OF 157.08 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3609.

PAGE 283. PUBLIC RECORDS OF PALM BEACH COUNTY. FLORIDA :

THENCE NORTH 69° 06' 43" EAST ALONG SAID SOUTH LINE. BEING THE SOUTH RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE. A DISTANCE OF 237.64 FEET:

THENCE NORTH 68° 01' 33" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE. A DISTANCE OF 113.22 FEET:

THENCE NORTH 69° 06' 22" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE. A DISTANCE OF 130.30 FEET:

THENCE SOUTH 20° 55' 38" EAST. A DISTANCE OF 67.00 FEET:

THENCE NORTH 69° 06' 22" EAST. A DISTANCE OF 128.00 FEET:

THENCE NORTH 20° 55' 38" WEST. A DISTANCE OF 67.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE:

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EXHIBIT "A" (cont.)

THENCE NORTH 89° 07' 42" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE. A
DISTANCE OF 45.41 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS POINT
BEARS SOUTH 20° 52' 18" EAST. A DISTANCE OF 12.00 FEET;
THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 89° 56' 40" A DISTANCE OF 18.84 FEET TO A POINT ON THE WEST RIGHT-
OF-WAY LINE OF OLD DIXIE HIGHWAY;
THENCE SOUTH 20° 55' 38" EAST ALONG SAID WEST RIGHT-OF-WAY LINE. A
DISTANCE OF 232.68 FEET;
THENCE SOUTH 69° 04' 22" WEST. A DISTANCE OF 146.00 FEET;
THENCE SOUTH 20° 55' 38" EAST. A DISTANCE OF 186.00 FEET;
THENCE NORTH 69° 04' 22" EAST. A DISTANCE OF 146.00 FEET TO A POINT ON SAID
WEST RIGHT-OF-WAY LINE;
THENCE SOUTH 20° 55' 38" EAST ALONG SAID WEST RIGHT-OF-WAY LINE. A
DISTANCE OF 524.99 FEET TO A POINT ON THE EAST LINE OF SAID PLAT OF TRI-
CITY INDUSTRIAL PARK;
THENCE NORTH 49° 56' 03" WEST ALONG SAID EAST LINE. A DISTANCE OF 921.25
FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 20. TOWNSHIP 42 SOUTH. RANGE 43 EAST.
PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE WEST ONE-QUARTER (W¹/₄) OF SECTION 20. TOWNSHIP 42
SOUTH. RANGE 43 EAST;
THENCE SOUTH 01° 21' 11" WEST ALONG THE WEST LINE OF SAID SECTION 20. A
DISTANCE OF 1350.73 FEET TO THE A POINT ON THE NORTH LINE OF THE SOUTH
ONE-HALF (S¹/₂) OF THE SOUTHWEST ONE-QUARTER (SW¹/₄) OF SAID SECTION
20;
THENCE SOUTH 88° 29' 41" EAST. ALONG SAID NORTH LINE A DISTANCE OF
845.77 FEET;
THENCE SOUTH 01° 22' 57" WEST. A DISTANCE OF 29.99 FEET;
THENCE SOUTH 88° 29' 35" EAST. A DISTANCE OF 3.34 FEET;
THENCE SOUTH 01° 18' 43" WEST. A DISTANCE OF 60.01 FEET;
THENCE SOUTH 88° 29' 42" EAST. A DISTANCE OF 292.46 FEET TO THE BEGINNING
OF A CURVE WHOSE RADIUS POINT BEARS NORTH 1° 30' 18" EAST. A DISTANCE
OF 330.00 FEET;
THENCE NORTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 77° 47' 07" A DISTANCE OF 448.01 FEET;
THENCE NORTH 13° 43' 11" EAST. A DISTANCE OF 247.46 FEET TO THE BEGINNING
OF A CURVE WHOSE RADIUS POINT BEARS SOUTH 76° 16' 49" EAST. A DISTANCE
OF 270.00 FEET;

GAA\01-036-FF1

06/11/03



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on July 15, 2003
DATED at West Palm Beach, FL on 9-5-03
DOROTHY H. WILKEN, Clerk
By: Barbara J. Volkman D.C.

EXHIBIT "A" (cont..)

THENCE NORTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 38° 22' 05" A DISTANCE OF 180.81 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
47° 42' 30", A DISTANCE OF 224.82 FEET;
THENCE SOUTH 80° 12' 14" EAST, A DISTANCE OF 683.41 FEET;
THENCE NORTH 20° 55' 38" WEST, A DISTANCE OF 6.85 FEET;
THENCE NORTH 69° 04' 22" EAST, A DISTANCE OF 63.86 FEET;
THENCE NORTH 23° 53' 57" EAST, A DISTANCE OF 22.15 FEET;
THENCE NORTH 78° 42' 03" WEST, A DISTANCE OF 415.15 FEET;
THENCE NORTH 81° 51' 03" WEST, A DISTANCE OF 378.87 FEET;
THENCE NORTH 49° 56' 03" WEST, A DISTANCE OF 571.87 FEET;
THENCE SOUTH 01° 18' 43" WEST, A DISTANCE OF 128.23 FEET;
THENCE SOUTH 49° 56' 03" EAST, A DISTANCE OF 414.09 FEET;
THENCE SOUTH 25° 44' 13" WEST, A DISTANCE OF 105.06 FEET TO THE POINT OF
BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE WEST ONE-QUARTER (W¹/₄) OF SECTION 20, TOWNSHIP 42
SOUTH, RANGE 43 EAST:
THENCE SOUTH 01° 21' 11" WEST ALONG THE WEST LINE OF SAID SECTION 20, A
DISTANCE OF 1350.73 FEET TO THE A POINT ON THE NORTH LINE OF THE SOUTH
ONE-HALF (S¹/₂) OF THE SOUTHWEST ONE-QUARTER (SW¹/₄) OF SAID SECTION
20;
THENCE SOUTH 88° 29' 41" EAST, ALONG SAID NORTH LINE A DISTANCE OF
845.77 FEET;
THENCE SOUTH 01° 22' 57" WEST, A DISTANCE OF 29.99 FEET;
THENCE SOUTH 88° 29' 35" EAST, A DISTANCE OF 3.34 FEET;
THENCE SOUTH 01° 18' 43" WEST, A DISTANCE OF 60.01 FEET;
THENCE SOUTH 88° 29' 42" EAST, A DISTANCE OF 292.46 FEET TO THE BEGINNING
OF A CURVE WHOSE RADIUS POINT BEARS NORTH 1° 30' 18" EAST, A DISTANCE
OF 330.00 FEET;
THENCE EAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
38° 31' 15" A DISTANCE OF 221.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTHEAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
39° 15' 52", A DISTANCE OF 226.15
FEET;
THENCE NORTH 13° 43' 11" EAST, A DISTANCE OF 141.13 FEET;
THENCE SOUTH 25° 44' 13" WEST, A DISTANCE OF 357.83 FEET TO THE POINT OF
BEGINNING.

GAA01-036-FF1
06/11/03

R2003 1086 JUL 15 2003

Local Government Name: Palm Beach County and Town of Lake Park
 Project Name: Lake Scrub Natural Area
 FCT Project #: 01-036-FF1
 Date: _____

GRANT AWARD CALCULATION

TOTAL PROJECT COSTS

Land Purchase Price		
Parcel 20.05	2,479,822.88 (1)	
Total Land Purchase Price		\$ 2,479,822.88

Acquisition Expenses		
Appraisals	\$ 5,395.00	
Appraisal Review	2,281.50	
Environmental Audit	2,955.00	
Real Estate Fees	24,798.23 (2)	
Total Acquisition Expenses		35,429.73

Total Project Costs		\$ 2,515,252.61
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COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation		
Share of Purchase Price	\$ 1,239,911.44	
Share of Acquisition Expenses	17,714.87	
Total Share of Project Costs		\$ 1,257,626.31 (3)

Palm Beach County and Town of Lake Park		
Share of Purchase Price	\$ 1,239,911.44	
Share of Acquisition Expenses	17,714.87	
Total Share of Project Costs		1,257,626.31

Total Project Costs		\$ 2,515,252.61
---------------------	--	-----------------

COMPUTATION OF PREPAIDS, REIMBURSEMENTS, AND ADDITIONAL COSTS

FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs	
Appraisal Review	\$ 2,281.50
Total Prepaid Costs	2,281.50

FCT Amount Due at Closing		
Share of Total Project Costs	\$ 1,257,626.31	
Less Total Prepaid Costs	2,281.50	
Total Amount Due From FCT		\$ 1,255,344.81

Palm Beach County and Town of Lake Park
Lake Scrub Natural Area
FCT Project #: 01-036-FF1
Date:
Page 2

PALM BEACH COUNTY AND TOWN OF LAKE PARK

County Prepaid and Town Prepaid Costs

Land Purchase Price	\$ 2,479,822.88
Appraisals	5,395.00
Environmental Audit	2,955.00
Real Estate Fees	24,798.23
Total Prepaid Costs	\$ 2,512,971.11

County and Town Amount Due

Share of Total Project Costs	\$ 1,257,626.31	
Less Prepaids	2,512,971.11	
Total Amount Due to County		\$ 1,255,344.81

County and Town Additional Costs

Record Grant Award Agreement	\$ 60.00 (4)
Total Additional Costs	60.00

Notes:

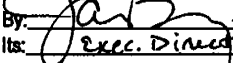
- (1) Pursuant to memorandum from Caroline Sutton to Delbert Harvey dated April 7, 2003, the Maximum Approved Purchase Price is \$3,310,000. The County acquired the property on July 14, 2000, at a purchase price of \$2,987,764.54. The Purchase Price reflected on the Grant Award Calculation statement reflects the price for the FCT Project Site which totals 50.2 acres. The FCT portion of the project site subtracts the value of a surplus parcel which the County is attempting to sell.
- (2) The invoice from the Nature Conservancy was 1% of the original price or \$29,877.65. The amount reflected for the FCT reimbursement equals 1% of the price for the FCT project site.
- (3) Pursuant to the terms of the Conceptual Approval Agreement, the amount of the grant shall not exceed the lesser of \$1,417,450.00 or 50% of the total project cost.
- (4) Disbursed to Clerk of the Court, Palm Beach County, at time of reimbursement from FCT.

The foregoing reconciliation of Purchasers' costs is hereby approved by the undersigned.

PALM BEACH COUNTY

By: _____
Its: _____
Date: _____

FLORIDA COMMUNITIES TRUST

By: 
Its: Exec. Director
Date: 8/27/03

TOWN OF LAKE PARK

By: 
Its: Manager Doug Drymon

Date: August 6, 2003

Palm Beach County and Town of Lake Park
Lake Scrub Natural Area
FCT Project #: 01-036-FF1
Date:
Page 3

Witness:

Print Name: Glendia Y. Harvey

Joseph Smith
Print Name: JOSEPH SMITH

Approved as to Terms and Conditions:

By: Richard E. Walesky

Richard E. Walesky, Director
Environmental Resources Management

Approved as to Form and Legality:

By: Heidi Juhl

Heidi Juhl, Assistant County Attorney

PALM BEACH COUNTY

By: Karen T. Marcus

Karen T. Marcus, Chair

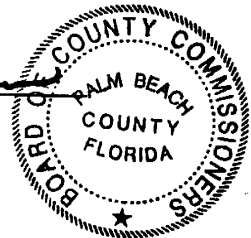
Board of County Commissioners

Date:

Dorothy H. Wilken, Clerk

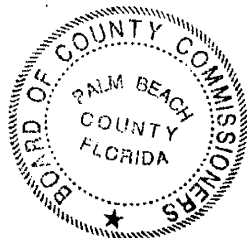
By: Linda C. Hickman

Deputy Clerk



R2003 1086

JUL 15 2003



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on July 15, 2003

DATED at West Palm Beach, FL on 9-5-03
DOROTHY H. WILKEN, Clerk

By: Barbara J. Volkman

D.C.

2003 - 1344

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET Amendment


RB 380 0715FND307
EB 380 0715FND307

FUND \$75M Gen. Obligation Conservation Land 1999 CTF Bond Fund 307

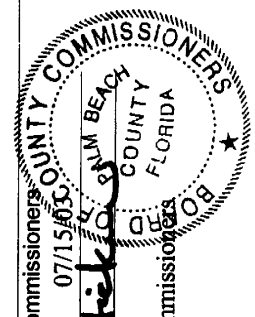
Use this form to provide budget for items not anticipated in the budget.

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/27/03	REMAINING BALANCE
REVENUE								
<u>Lake Park Scrub</u>								
381-E419-3403	State Grant Capital - Phy Env	0	0	1,255,345		1,255,345	0	1,255,345
<hr/>								
Total Receipts and Balances:				1,255,345				
APPROPRIATIONS								
<u>Reserves</u>								
381-9900-9917	Reserves - Property Acquisition	318,833	14,704,673	1,255,345		15,960,018	0	15,960,018
<hr/>								
Total Appropriations & Expenditures:				1,255,345				

Environmental Resources Management
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
6/30/03
3 July 03

By Board of County Commissioners
At Meeting of 07/15/03
Deputy Clerk to the Board of County Commissioners


FLORIDA COMMUNITIES TRUST
DEPARTMENT OF COMMUNITY AFFAIRS
LAND ACQUISITION REIMBURSEMENT RECEIPT

DATE DELIVERED TO FLORIDA COMMUNITIES TRUST: _____, 2003

DATE WARRANT DELIVERED TO PAYEE: Sept 2, 2003

SIGNATURE OF PAYEE (AGENT):

Richard E. Walby

WARRANTS:

NUMBER 2097438, dated 06/25/03, in amount of \$252,344.03

NUMBER 2130156, dated 06/30/03, in amount of \$1,003,000.78

FCT PROJECT NAME: Lake park Scrub Natural Area
FCT PROJECT NO: 01-036-FF1
FCT RECIPIENT: Palm Beach County and Town of Lake Park
PAYEE: Palm Beach County

FLORIDA COMMUNITIES TRUST

By:

Michael B. Marvin
Michael B. Marvin
Trust Counsel