

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of August, 2003 by and between the Town of Lake Park, a Florida municipal corporation, (the "Town"), and Palm Beach County, Florida, a political subdivision of the State of Florida, (the "County")

WITNESSETH:

WHEREAS, on March 9, 1999 the voters of Palm Beach County approved a \$150 million bond referendum for the acquisition of lands for conservation purposes; and

WHEREAS, the Lake Park Scrub Natural Area (the "Natural Area") is located within the Town of Lake Park and was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

WHEREAS, on July 14, 2000 the County acquired 58.9116 acres of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, for a public purpose the County declared approximately 5.8 environmentally disturbed acres of the Natural Area as surplus to its conservation lands program, to accomplish, in part, a more manageable boundary; and

WHEREAS, pursuant to an Interlocal Agreement executed July 11, 2000 between the Town and the County, the County conveyed to the Town approximately 2.674 acres of land in the Natural Area to be used primarily for road right-of-way for the western extension of Park Avenue and the Town conveyed to the County approximately 2.794 acres along the western boundary of the Natural Area to be added to the Natural Area to form a more manageable natural area boundary; and

WHEREAS, the above purchase and exchange and surplus actions resulted in a 52.88-acre natural area of significant biological, environmental and educational value to the Town and the County; and

WHEREAS, in August 2001 the County and the Town submitted a partnership application to Florida Communities Trust (FCT) for state Florida Forever matching funds for the acquisition of 52.88-acres of the Natural Area; and

WHEREAS, on October 14, 2002 FCT executed a Conceptual Approval Agreement (CAA) with the County and the Town outlining the terms and conditions under which state Florida Forever matching funds for acquisition of 52.88-acres of the Natural Area would be released; and

WHEREAS, the CAA contains conditions that require a project plan and a management plan to be prepared for the Natural Area, which project plan is described under Article III - Responsibilities of the County, Paragraph 17 (the "Project Plan") and which management plan is

described under Article III - Responsibilities of the County, Paragraph 18 (the "Management Plan"); and

WHEREAS, the acreage included in the FCT Project Site was subsequently reduced to 50.08 acres at the request of FCT; and

WHEREAS, on January 25, 2002 the County purchased an additional 1.87 acres adjacent to and now a part of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, it is in the best interests of the residents and citizens of the Town and the County for the entire 53.75-acre Natural Area in County ownership to be managed by the County in cooperation with the Town as part of the County's system of natural areas, in order to preserve the site in its natural state for future generations as a nature preserve with intact native Florida ecosystems; and

WHEREAS, the Town and the County wish to establish management responsibilities for the Natural Area; and

WHEREAS, the execution of this Agreement is in the best interest of both governmental units and the residents and citizens of same; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties to this Agreement agree as follows:

ARTICLE I - IN GENERAL

1. The parties hereto acknowledge and agree that the WHEREAS clauses set forth above are true and correct, and are fully incorporated into this Agreement.

2. The County and the Town agree that the County has acquired, and shall manage, in cooperation with the Town and, in coordination with the management of all natural areas acquired by the County, in a manner to protect ecosystems and populations of listed species throughout the County, the real property located within the corporate limits of the Town of Lake Park, Florida, hereinafter known as the "Lake Park Scrub Natural Area". This real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Natural Area").

3. The County and the Town agree that the name of the Natural Area may be changed by the County's Natural Area Management Advisory Committee (NAMAC) during its review of the Management Plan and that any such change in name will not change any term or condition of this

Agreement. If the name is not changed by NAMAC, then the Natural Area will continue to be known as the "Lake Park Scrub Natural Area" and identified as such on all signs, literature and advertisements. If the name is changed by NAMAC, then the County and Town agree that the Natural Area will be known by the name given to it by NAMAC and identified as such on all signs, literature and advertisements.

4. It is the intent of the parties that the Natural Area shall be used solely as a nature preserve, to provide scientific and educational benefits, and to provide passive recreational opportunities that are compatible with the conservation, protection and enhancement of the Natural Area for residents of, and visitors to the Town and the County. The Natural Area shall be kept in its natural state, such that present and future generations will be able to experience the natural values currently exhibited on the property, acts of God or other events beyond the control of the County and the Town notwithstanding. To this end, the County or the Town may make and maintain physical improvements to the property, such as, fencing, observation platforms, firebreaks/management roads, nature trails, and hiking trails; but only as appropriate for passive resource-based uses and only as provided for in the Management Plan or Paragraph 5 of this Agreement.

5. The County, in cooperation with the Town, shall manage the Natural Area as provided for in the Management Plan. Management activities that may take place prior to approval of the Management Plan are securing the Natural Area by installing perimeter fencing and gates; posting signs to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage; removal of trash and invasive vegetation from the Natural Area; and permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. Long-term management of the Natural Area shall include controlling invasive vegetation and exotic or nuisance animals, monitoring listed plant and animal species, and prescribed burning and other mechanical or chemical methods of maintaining healthy natural community structure and function in accordance with the Management Plan.

6. The parties shall use their best efforts to prevent the unauthorized use of the Natural Area or any use not compatible with the management of the site as a natural area or nature preserve, or any use not provided for in the approved Management Plan.

7. The Natural Area shall be open to the public. Facilities shall be developed and operated in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources within the Natural Area without causing harm to those resources.

8. In the management and maintenance of the Natural Area, each party shall be responsible for its own actions and negligence.

9. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, in accordance with applicable law.

10. This Interlocal Agreement shall be deemed to be the sole agreement between the parties related to the Natural Area and no prior agreements or other prior writings shall supersede that which is contained in this Interlocal Agreement.

11. For the purposes of this Interlocal Agreement, notices to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

- a. Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

With copy to :
Manager, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

- b. Palm Beach County
Department of Environmental Resources Management
3323 Belvedere Road, Bldg. 502
West Palm Beach, Florida 33406-1548

With copy to:
County Attorney's Office
Palm Beach County
301 N. Olive Avenue
West Palm Beach, Florida 33401

ARTICLE II - JOINT RESPONSIBILITIES

12. The locations of public access points and any restrictions on access will be jointly agreed to by the County and the Town and described in the Management Plan.

13. Subject to annual appropriations by the County's Board of County Commissioners and the Town Council of the Town of Lake Park, personnel time and expertise, professional services contracts, equipment, materials and supplies for the ongoing, site-specific management of this site shall be provided by both parties. A detailed division of responsibilities for the management of the Natural Area shall be provided in the Management Plan. The County may apply for any applicable funds available from the State for management purposes, and shall minimize management costs through the involvement of volunteers.

14. The Natural Area shall be identified as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site in all literature and advertising.

15. Both parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

16. Should any unforeseen events or activities, either natural or man-made, severely limit or eliminate the natural values presently on the Natural Area, the future of the Natural Area will be determined by the County in consultation with the Town in the manner provided for in the Management Plan.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY

17. The County shall be primarily responsible for development of the Project Plan as specified in Section V of the CAA, and prescribed by Rules 9K-7 and 9K-8.011, Florida Administrative Code.

18. The County shall be primarily responsible for development of the Management Plan for the Natural Area. The Management Plan shall be developed to meet all of the requirements specified in Sections IV, VI, VII, VIII, IX and X of the CAA, and prescribed by Rule 9K-7.01, Florida Administrative Code. The Management Plan shall address the entire Natural Area including any areas that are not part of the FCT Project Plan. The Management Plan shall address the treatment of any remnants of prior use on the site. The County shall seek input from the Town in development of the Management Plan and prior to presentation of a draft of the Management Plan to NAMAC. In addition, any subsequent scheduled revisions of the Management Plan shall be made in cooperation with the Town. The Management Plan and any scheduled revisions will be subject to approval by the Palm Beach County Board of County Commissioners, and, should FCT provide funds reimbursing a portion of the acquisition costs, subject to approval by FCT, as well.

19. The County shall secure the Natural Area with perimeter fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. This may occur prior to approval of the Management Plan. The County shall maintain these fences, gates and signs.

20. The County shall perform the initial management activities of removing trash and invasive vegetation from the Natural Area. These activities may occur prior to approval of the Management Plan.

21. The County shall make and pay for physical improvements to the Natural Area including those that would encourage public use of the Natural Area as a nature preserve. These improvements shall be subject to a budget approved by the Palm Beach County Board of County Commissioners and to approval by the Town Council as required for public use facilities located on property within the Town and as required by the Town Code. These physical improvements may include, but are not limited to, fencing, hiking and interpretive trails, educational displays (kiosks and informational signs), and observation platforms. The physical improvements will be limited to those included in the Management Plan and shall not be constructed prior to approval of the Management Plan, except as otherwise provided for in Paragraph 5 of this Agreement. The County shall use its best effort to construct these facilities, taking into consideration primarily the sensitivity and needs of the biological communities and secondarily the intended research, educational and recreational uses of the Natural Area.

22. The County shall maintain all trails, kiosks and observation platforms constructed within the Natural Area. The County shall maintain all kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural Area.

23. The County shall identify a County employee as a contact person to interact with the Town in planning for and managing the Natural Area.

24. The County shall identify a County employee as the public contact person to coordinate group usage and research on the Natural Area and to answer public inquiries about the site.

25. The County Sheriff shall assume primary responsibility for public safety and law enforcement on the Natural Area as long as the Town's law enforcement is provided through the County Sheriff.

ARTICLE IV - RESPONSIBILITIES OF THE TOWN

26. The Town hereto agrees to review its zoning ordinances and comprehensive plan and to take such actions as may be necessary to designate the Natural Area with a conservation land use and complimentary zoning designation consistent with its intended use as a nature preserve. Amendment to the Town's comprehensive land use plan and zoning ordinance shall be proposed at the next available comprehensive plan or zoning amendment cycle, respectively. A copy of the approved amendment shall be submitted to the County within thirty (30) days of the approval of the amendment by the appropriate governing entity. A copy of any approved comprehensive plan or zoning amendment shall also be submitted to the FCT within thirty (30) days of the approval of the amendment by the appropriate governing entity.

27. The Town agrees to provide weekly garbage pick-up for trash receptacles located in the parking areas in the Natural Area.

28. The Town shall assume responsibility for the daily opening and closing of the main entry gate providing public access to the Natural Area.

29. Should the Town establish its own law enforcement service, the Town shall assume primary responsibility for public safety and law enforcement on the Natural Area, with the County Sheriff's Office as backup.

30. The Town shall provide regular maintenance (e.g., mowing and weed control) of the perimeter firebreak and any area immediately outside the perimeter fence of the Natural Area that is the jurisdictional responsibility of the Town.

31. The Town shall promptly execute and provide the County with all documents required of the Town pursuant to FCT requirements for the Project Plan and the Management Plan.

32. During volunteer activities, the Town agrees to assist the County, subject to the availability of Town funds, staff and equipment, in maintenance activities, including removal of invasive vegetation, trash and debris. The Town also agrees to assist the County with periodic prescribed burns at the Natural Area in accordance with the Management Plan.

33. The Town agrees to expeditiously review, through appropriate Town departments and boards, any engineering design plans which cover the Natural Area and require approval by the Town. The Town also agrees to waive any fees required for construction or management activity permits issued by the Town for the Natural Area.

34. The Town agrees that in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, it shall consider the protection of the biological communities on the Natural Area and the potential for adverse impacts to the species present.

35. The Town shall identify a Town employee as the contact person to interact with the County in planning for and managing the Natural Area.

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WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

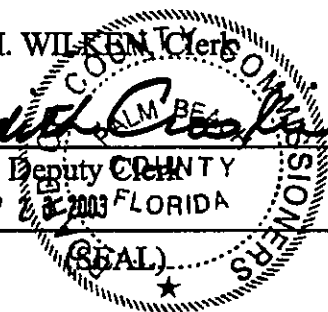
ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKINSON, Clerk

BY: 

DATE: SEP 23 2003



BY: 

DATE: SEP 23 2003

Karen T. Marcus, Chair

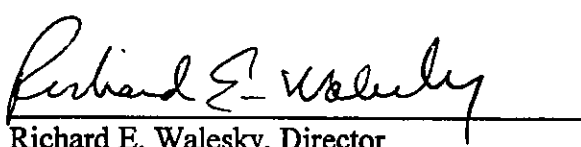
R2003 1551

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

Heidi Juhl
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:



Richard E. Walesky, Director
Palm Beach County Dept of
Environmental Resources Management

ATTEST:

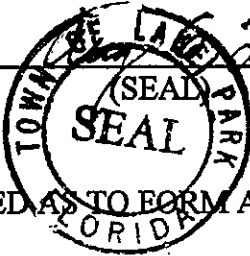
TOWN OF LAKE PARK, FLORIDA BY
ITS COUNCIL

BY: Carol Simpkins

BY: Paul Castro
Paul Castro, Mayor

DATE: August 6, 2003

DATE: August 6, 2003



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: Thomas J. Baird
Thomas J. Baird, Town Attorney

DATE: 7-20-03

EXHIBIT A

LEGAL DESCRIPTION OF

LAKE PARK SCRUB NATURAL AREA

A parcel of land lying in Section 20, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the West one-quarter (W ¼) 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 ¼) 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 ¼), 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 to the POINT OF BEGINNING; THENCE South 88°29'42" East, a distance of 292.46 feet to the beginning of a curve whose radius point bears North 01°30'18" East, a distance of 330.00 feet; THENCE East 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; THENCE Northeast along the arc of said curve through a central angle of 38°22'05" a distance of 180.81 feet; 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 South 20°55'38" East, a distance of 129.75 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 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 1,152.53 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED 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; 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 48.41 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:

Commencing 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

52 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; THENCE North 69°07'42" East along said South RIGHT-OF-WAY line, a distance of 145.41 feet to the beginning of a curve whose radius point bears South 20°53'18" 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 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 534.99 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.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Commencing where the Dixie Highway intersects Dixie Way in Kelsey City, measure 464.35 feet in a Southerly direction along the center line of Dixie Highway; THENCE 90° Westward to the intersection of the RIGHT-OF-WAY of the Drake Lumber Company railroad to the POINT OF BEGINNING; THENCE in a Northwesterly direction along the RIGHT-OF-WAY of said railroad, a distance of 296.5 feet; THENCE Northeasterly making an angle (included) of 61° with the last named course, a distance of 353.76 feet; THENCE 90° to the Southeast, parallel to the Dixie Highway, a distance of 159.35 feet; THENCE 90° to the Northeast, a distance of 82.0 feet; THENCE 90° to the Southeast, a distance of 100.0 feet; THENCE 90° to the Southwest, a distance of 292.0 feet to the POINT OF BEGINNING.

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 9/23/2003
DATED at West Palm Beach, FL on 10/6/2003
DOROTHY H. WILKEN, Clerk
By: Judith Crobie D.C.

