

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$0_____	_____	_____	_____	_____
External Revenues	\$0_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0_____	_____	_____	_____	_____
# 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> _____	
Does this item include the use of state 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 cost to the County associated with this item.

C. Department Fiscal Review:

SKing

III. REVIEW COMMENTS

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

Lisa M. [Signature] 12/2/24
OFMB PA 12/2
DA 12/2

[Signature] 12/3/24
Contract Development and Control
ZG 12.3.24

B. Legal Sufficiency:

[Signature] 12/5/24
Assistant County Attorney

C. Other Department Review:

Department Director

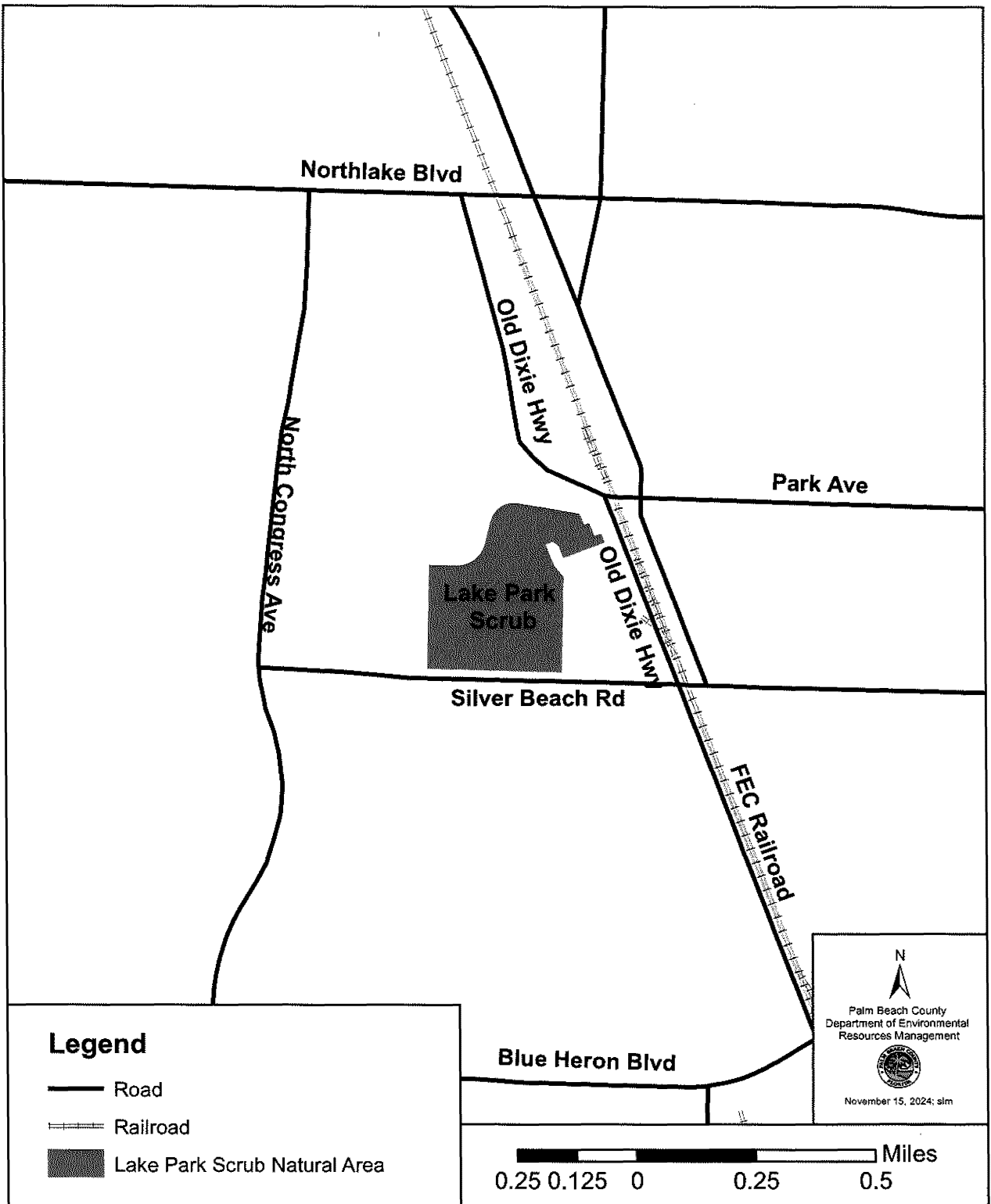
(Background and Policy Issues, continued from Page 1)

However, subsequent discussions with County roadway engineers, and more in depth inspections of the Natural Area revealed the following concerns related to the proposed parking lot location: 1) line-of-sight safety concerns related to siting a steep, downward ramping driveway on the outside of a curved and banked road; 2) a much greater than expected elevation difference between the existing and proposed road right of way and the Natural Area ground level; 3) the need to impact a larger than expected portion of the Natural Area due to the elevation difference; and 4) the discovery of buried construction debris within the footprint of the proposed parking lot. As a result of these concerns, staff determined that the proposed parking lot should be relocated to the south-central boundary of the Natural Area immediately adjacent to Silver Beach Road. The other relocated/redesigned proposed public use facilities will connect to the relocated parking lot and enhance visitor experience.

Staff intends to apply for RTP funding to help pay for the construction of the proposed public use facilities at the Natural Area. As part of RTP's application process, the County must provide copies of the approved Management Plan showing that the proposed structures and improvements have been approved by the BCC and FCT. The new Conceptual Site Plan and text revisions have been provided to FCT for its review and approval.

ATTACHMENT 1

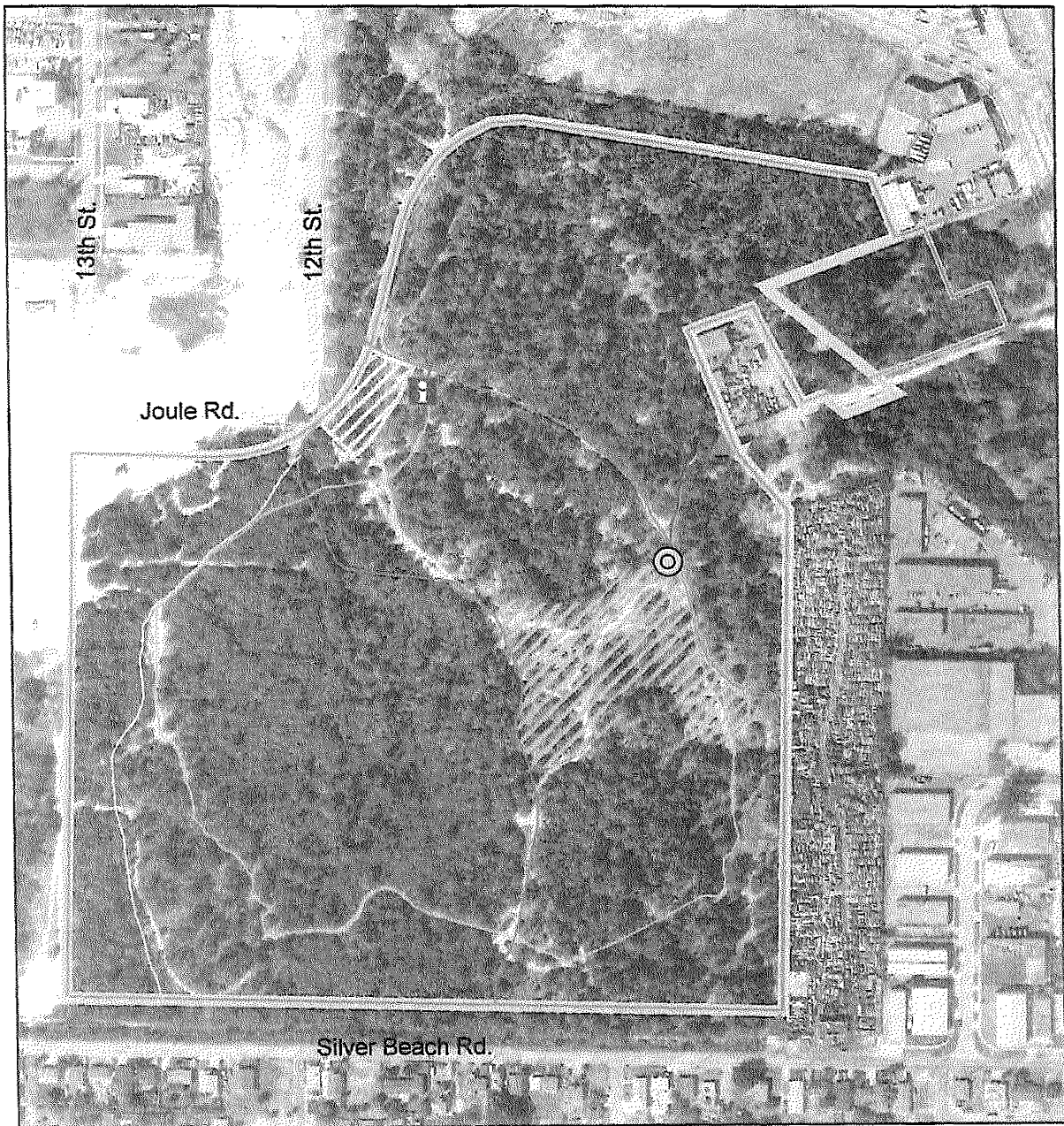
Location Map



ATTACHMENT 2A

Lake Park Scrub Natural Area 2004 Approved Master Site Plan
(figure as it appears in the approved management plan)

Figure 3
Master Site Plan for the Lake Park Scrub Natural Area



Parking Lot



Wetland Restoration



Informational Kiosk



Management Access Gate



Observation Platform



Accessible Trail

Hiking Trail



Management Road

Temporary Firebreak



Lake Park Scrub Natural Area



Lake Park Scrub Natural Area Project Site

100 0 100 200 Feet

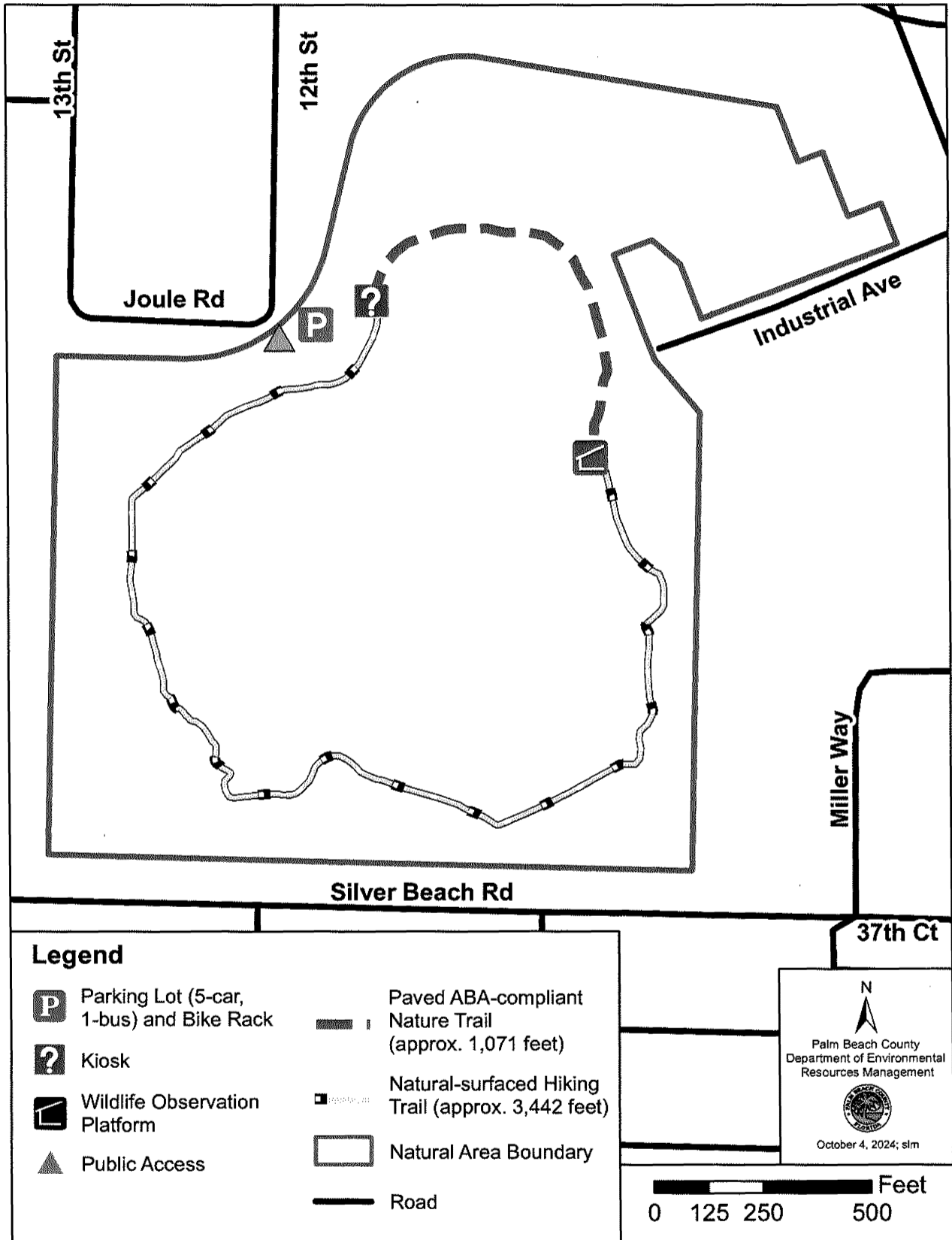


Palm Beach County
Environmental Resources Management
March 2003

BCC 08-17-2004

ATTACHMENT 2B

Lake Park Scrub Natural Area 2004 Approved Master Site Plan
 (shown without the aerial photograph to more clearly
 depict the approved public use facilities)

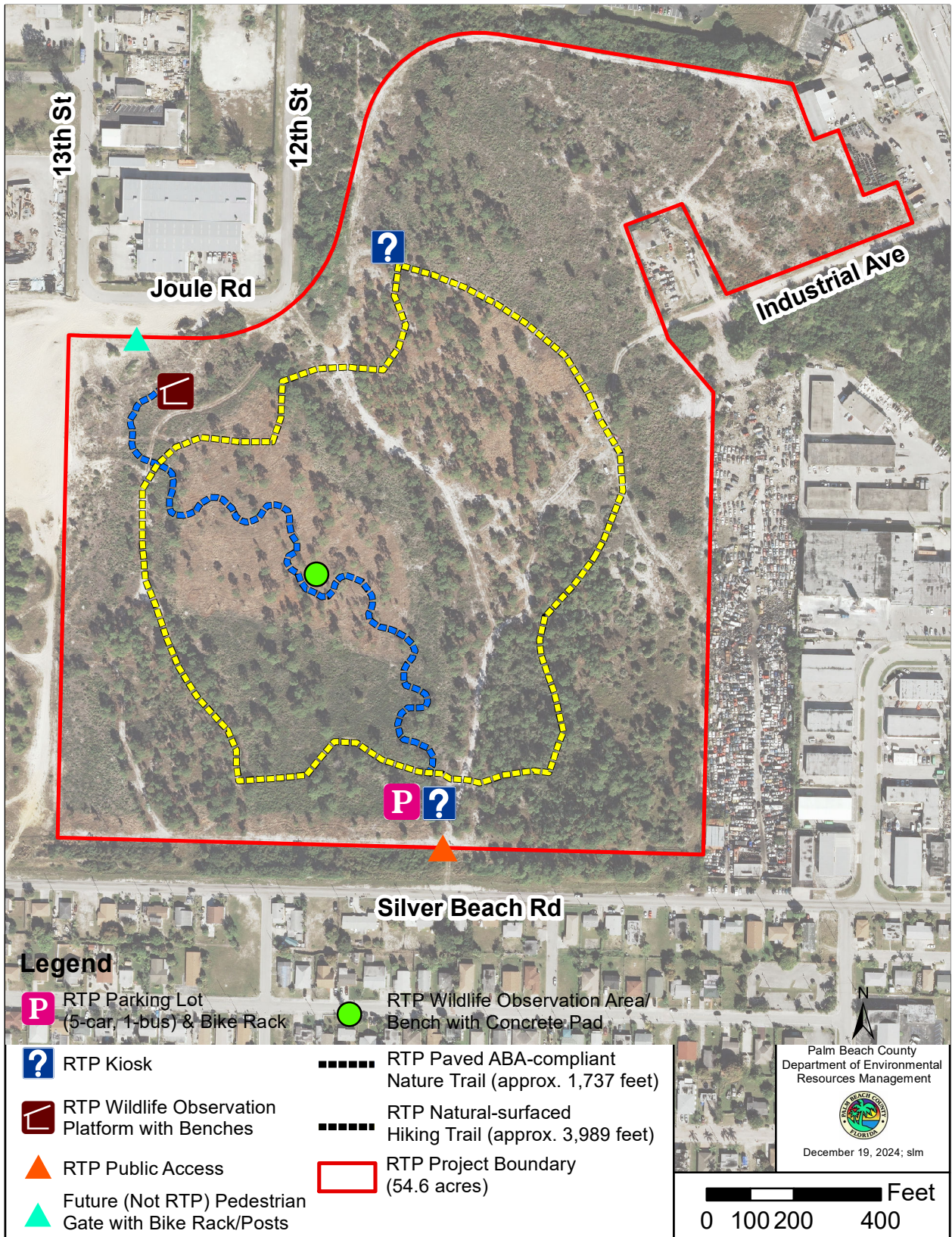


ATTACHMENT 3A

Lake Park Scrub Natural Area Proposed Conceptual Site Plan (figure as it will appear in the amended management plan)

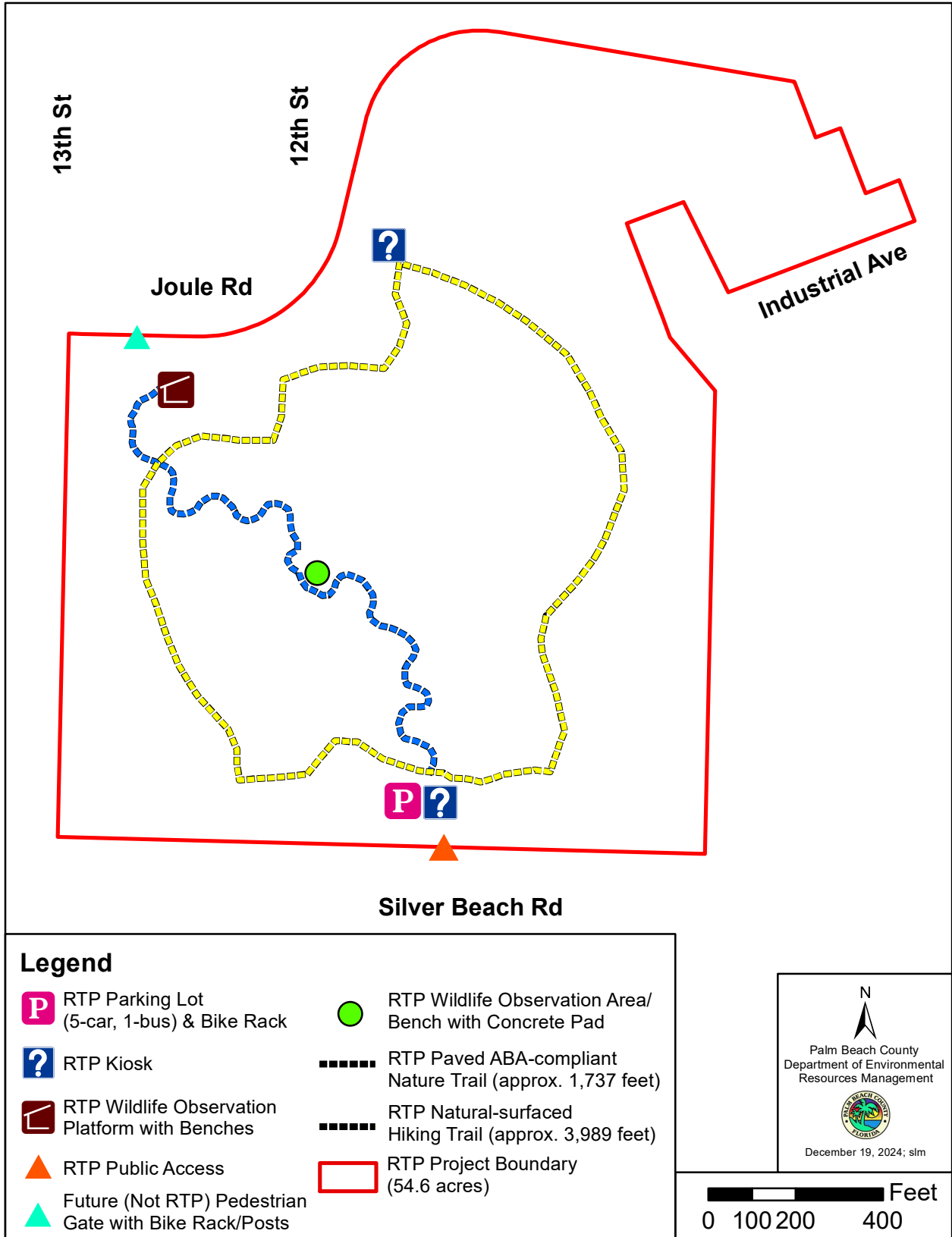
Figure 3

Conceptual Site Plan for Lake Park Scrub Natural Area



ATTACHMENT 3B

Lake Park Scrub Natural Area Proposed Conceptual Site Plan (shown without the aerial photograph to more clearly depict the conceptual public use facilities)



ATTACHMENT 4

EXECUTIVE SUMMARY

The Lake Park Scrub Natural Area is located in the Town of Lake Park in Palm Beach County, Florida. This 56.51-acre site in the northeastern portion of the county has been acquired as a natural area by Palm Beach County. The natural area was purchased in July 2000 and January 2001. Funds were provided from the Palm Beach County Conservation Lands Bond Issue Referendum of March 9, 1999. Matching funds for the acquisition have been approved by the Florida Communities Trust through its Florida Forever Program. The primary purpose of acquiring this natural area is to preserve important remnants of high-quality scrub, scrubby flatwoods, and mesic flatwoods vegetation communities. The secondary purposes are to provide for passive recreation, environmental education, and scientific research.

The acquisition of the project site and associated activities will assist the Town of Lake Park and Palm Beach County to implement several policies within their respective Comprehensive Plans. The natural area is located in the Eastward Ho! Corridor, and a low income community. Portions of the site are located in a Community Redevelopment Area, as designated by the Town in 1996. All of these areas are considered to be priority investment areas.

Scrub and scrubby flatwoods are the predominant natural communities found on the site, with smaller areas of mesic flatwoods, former wet prairie and disturbed scrub communities present. Scrub is one of the rarest natural communities in the state of Florida. Scrubby flatwoods also are considered to be very rare in the state. The acquisition and management of this site preserves important habitat for rare plant and animal species, including six plant and three animal species that have been listed by at least one government agency or nonprofit environmental organization.

Fire exclusion, off-road vehicle (ORV) trespass, exotic pest plant invasions, soil removal, industrial development, hydrological modifications, placement of fill materials, illegal dumping and construction of adjacent roads and buildings have all impacted this site. The managers of this site also face special challenges unique to fragmented natural communities located within urban and suburban environments. In recognition of the significance of the natural vegetation communities on the site, public use must remain limited to passive, non-consumptive recreation, and environmental education, and scientific study. Footpaths, a handicapped-accessible nature trail, ~~and covered~~ wildlife observation platform, uncovered wildlife observation area and interpretive displays will provide a valuable opportunity for the public to observe the site's distinctive natural communities and species, while also imparting an appreciation of their biological uniqueness. Scientific research will include monitoring of populations of rare and/or endemic species and evaluation of restoration and management activities.

LIST OF FIGURES

	<u>PAGE</u>
1. LOCATION MAP	12-1
2. VEGETATION MAP	12-2
3. MASTER-CONCEPTUAL SITE PLAN 12-3	
4. MACRO-MANAGEMENT UNITS	12-4
5. SOILS MAP	12-5
6. 100-YEAR FLOODPLAIN MAP 12-6	

3. STRUCTURES AND IMPROVEMENTS

3.1 EXISTING AND PROPOSED PHYSICAL IMPROVEMENTS

The only structures and improvements currently on the Lake Park Scrub Natural Area are concrete slabs, vaults, and foundations in the northeastern portion of the site, along with a short brick wall. These structures were left over from Kelsey City industrial buildings destroyed in the 1928 hurricane. They are located in the Baxter tract, which is not part of the FCT project site. A short section of the shellrock road Industrial Avenue is located within the project site. Water mains and fire hydrants are located along Industrial Avenue and 12th Street, with storm sewers present along 12th Street.

Disturbed areas exist mostly on the perimeter of the site, and the perimeter firebreaks and fencing will be located within these areas as much as possible. No listed species were found in these disturbed perimeter areas, except for a few scattered plants of wild pine species and large-flowered rosemary, and an occasional foraging gopher tortoise. Many of the proposed improvements, including the hiking trail and nature trail, will be sited within disturbed areas and on existing trails where possible. Although listed species have not been observed within the areas proposed for the public use facilities, these improvements will be sited to minimize impacts to any listed species that may subsequently be observed in these areas. Listed plants will be relocated on the site as necessary.

The major proposed structures and improvements are described in the following sections and shown on the ~~master-conceptual~~ site plan (Figure 3). Only structures and improvements that will help to achieve the goals of preserving and restoring the natural resources of the Lake Park Scrub Natural Area and providing for compatible public uses are proposed. Restroom facilities are not planned for this site as they are readily available in nearby commercial businesses. Proposed public-use facilities (i.e., the accessible nature trail and the parking ~~arealot~~) will fulfill Americans with Disabilities Act (ADA) requirements. All 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 and experts.

Written approval from FCT will be requested prior to the construction or installation of any buildings, structures, improvements, or signs and for any removal of native vegetation or major land alteration not discussed in this management plan, and for any other significant revision of the management plan. All improvements and major land alterations will comply with applicable local, state, regional and federal laws and regulations. All required licenses and permits will be obtained prior to the commencement of any construction or major land alterations. A Town building permit is

needed for construction of the public use facilities. An environmental resource permit from the South Florida Water Management District may be necessary for wetland restoration activities.

3.1.1 Fencing and Gates

Due to the previous incidence of undesirable off-road vehicle traffic, as well as the illegal dumping of trash, the entire natural area will need to be fenced. Fencing, together with boundary roads and firebreaks, will shut off ORV access to the site and help to control the dumping of debris. Nearly all of the existing fencing on the site is not located on the natural area's boundaries and will be removed. Field fencing was installed on the western boundary of the site (Figure 3). A 6-foot green-vinyl-coated chain-link fence was installed in March 2003 along the eastern boundary of the site where no chain-link fencing is present. Where the sheet metal fencing/concrete wall along the automobile junkyards is present and in good condition, no chain-link fencing will be installed. Three-rail post-and-rail fencing with wire mesh backing will be installed along the northern border of the site adjacent to the right-of-way for the proposed extension of Park Avenue and has been installed on the southern boundary adjacent to Silver Beach Road. Two-rail post-and-rail fencing will be installed around the perimeter of the parking area lot to limit vehicles to the parking area lot only. All fencing and gates will be installed within disturbed perimeter areas whenever possible, to minimize impacts on intact natural communities.

~~Eight-Nine~~ gates are proposed (Figure 3). Management access gates will be installed in the chain-link fence at the end of Industrial Avenue and at the easternmost corner of the site just north of Industrial Avenue. These gates will allow vehicle access to the boundary firebreaks and other management roads. Two steel farm gates will be installed in the post-and-rail field fencing along Silver Beach Road at the southeast and southwest corners of the site to provide management access to the perimeter and interior management road/firebreaks. When the parking area lot is constructed, steel farm gates will be installed placed in the northern and southern ends as needed along the edges of the parking area lot to provide management access from the parking area lot to the perimeter and interior management road/firebreaks. ~~An existing steel farm gate at the intersection of 12th Street and Joule Road will be maintained until the parking area gates are installed.~~ Two 16-foot-wide steel swing gates will be installed in the perimeter post-and-rail fence on the entry and exit drives to the parking area lot from ~~12th Street~~ Silver Beach Road. A pedestrian maze gate with a bike rack or bike post will be installed along the northern boundary of the natural area concurrent with the construction of the proposed Park Avenue Extension north of the natural areas, provided there is sufficient space along the southern boundary of the road right of way, and public safety and soil erosion concerns can be addressed.

3.1.2 Signs

Six types of signs are proposed for the Lake Park Scrub Natural Area. All will identify the site as being publicly owned and operated as a natural area and passive outdoor recreation site. Temporary signs identifying the site as a natural area were installed on each corner of the site one month after each individual tract was acquired. A permanent recognition sign at least 2 by 3 feet in size will be maintained in the entrance area on the project site that identifies the site as a natural area open to the public, as having been purchased with funds from Florida Communities Trust and the County, and as being managed by the County and the Town. An entrance sign will be co-located with the permanent recognition sign. A main gate sign will be installed to specify the hours of operation and provide general information about the site. Perimeter signs have been placed along the site's boundaries at intervals of no greater than 500 feet; these signs state that the Lake Park Scrub Natural Area is a protected natural area and cite appropriate Town and County ordinances. Markers will be installed along the nature trail, with station numbers corresponding to an interpretive guide. Sign installations will not significantly disturb any natural communities on the site.

3.1.3 Interpretive Facilities

~~Two~~One educational kiosks will be constructed on the project site - one adjacent to the public parking ~~area~~ lot and near the entrance of the nature trail and one near the northernmost reach of the natural-surfaced hiking trail (Figure 3). ~~These~~is kiosks will provide general information about the natural area, such as the geologic origins of the site, its topographic features, aquifer recharge significance, natural communities, listed species and their habitat, and or other natural and historical features of interpretive value. The kiosks will be constructed within disturbed areas as much as possible to minimize impacts to any intact natural communities. A smaller informational kiosk will be installed adjacent to the future pedestrian entrance when that entrance is constructed.

3.1.4 Boundary and Management Roads and Firebreaks

A boundary management road and firebreak system will be established on the perimeter of each of the three management units (Figure 4). These roads will be accessed from the six maintenance access gates. All boundary/management roads and firebreaks will be located in disturbed perimeter areas or on existing trails as much as possible. Prior to construction, all boundary/management road/firebreak locations will be surveyed for listed species. Any listed species present within the proposed road/firebreak area will be avoided if possible, or relocated on the site if necessary.

Boundary/management roads/firebreaks will provide numerous benefits, including more rapid access in the event of a wildfire, protection of adjacent areas from wildfire, and facilitation of the monitoring of dumping and other illegal activities along the preserve edge. These roads/firebreaks will be unimproved sand roads and will be no more than 15 feet wide, which is the standard width of boundary firebreaks used by the Florida Department of Environmental Protection (FDEP) on state lands. The firebreak/management roads are to be used primarily for resource management and onsite monitoring. Prior to a prescribed burn, the roads will be widened beyond a minimum 10-foot maintenance width to serve as firebreaks. After the prescribed burn, these firebreaks will be allowed to regenerate and the roads will be maintained at the minimum width. Routine maintenance of the management roads/firebreaks will be accomplished by periodic mowing of these roads. Disking of management roads will occur only around management units where a prescribed burn is planned in the near future, or where the management road borders residential or commercial development and a disked fire line is needed for safety reasons.

3.1.5 Trails

The primary interpretive feature for public access will be a handicapped-accessible nature trail. The nature trail will be approximately ~~1,000-1,737~~ feet long, and will originate at the public parking ~~arealot~~. From the parking ~~arealot~~, it will extend ~~eastward in a general northwesterly direction to one of the highest points in the natural area. The nature trail will consist of 6-inch-thick poured and formed concrete with a non-slip finish and will be approximately 5 feet wide to accommodate wheelchairs. through mesic flatwoods community and then northeastward and southeastward through scrub until it emerges at the edge of the wetlands restoration area.~~ A covered, elevated wildlife observation platform with ~~a shade shelter, benches, and interpretive signage~~ will be constructed at the northern terminus of the nature trail ~~and overlooking the restoration area~~ (Figure 3). In addition, an uncovered wildlife observation area consisting of a bench and wheelchair accessible concrete slab will be constructed near the mid-point of the nature trail. ~~The nature trail will consist of 4-inch-thick poured and formed concrete with a non-slip finish and will be approximately 5 feet wide to accommodate wheelchairs. The observation platform is expected to be a raised wooden structure accessed by a ramp.~~ Markers will be installed along the nature trail indicating station numbers corresponding to a trail guide with interpretive information. Handicapped-accessible interpretive facilities will be developed to fulfill federal requirements.

An approximate 3,989-foot-long 0.7-mile natural-surfaced hiking trail will originate from the ~~wildlife observation platform parking lot~~ and form a large loop that extends throughout most of the central and southern portion of the project site natural area. ~~It will terminate at the informational kiosk at the beginning of the nature trail~~ (Figure 3). The hiking trail will skirt the wetland restoration

area and run through the former wet prairie, mesic flatwoods, scrubby flatwoods and scrub natural communities. A short natural-surfaced connector trail will be constructed to connect the future northern pedestrian maze gate to the hiking trail or wildlife observation platform whenever the pedestrian entrance is constructed, provided that public safety and soil erosion concerns can be addressed. The hiking trail will have a natural soil base and will be maintained at a width of at least 10 feet, where the trail coincides with a firebreak/management accessway. Any non-firebreak/management accessway sections of the hiking trail will be maintained at a width of 3 feet. The hiking trail is available for public use, but will not be improved or marked for interpretive purposes. All other firebreak/~~roads~~ accessways in the southern and central portions of the natural area also will be available for public use, but will not be improved or marked for interpretive purposes. The nature trail and the hiking trail will be constructed on existing paths, trails, and disturbed areas on the site as much as possible. Public use of existing secondary trails leading off the nature trail, the hiking trail, and management roads will be discouraged. Prior to construction, all trail locations will be surveyed for listed species. If listed species would be impacted by the construction of the trails, the trails will be rerouted or the listed species relocated on the site.

3.2 EASEMENTS AND CONCESSIONS

There are no active easements on the natural area. A record of a 1920s-era 10-foot road easement exists, but the record is too sketchy to determine the location of this easement or who has rights to use it. Two utilities are present on the natural area, apparently without any easement rights. A water line on the north side of Industrial Avenue does not have an easement where it crosses through the site, and a fire hydrant associated with the water line may encroach into the natural area. An overhead electric line on the north side of Industrial Avenue also crosses through the site, but the poles are located outside the natural area. An electrical service line from the Industrial Avenue line to the Throop junkyard inholding crosses through the site and a pole is located within the natural area. ERM will request that Florida Power and Light relocate this pole onto Throop's property, although some of the aerial encroachments may be allowed to continue.

No additional easements, concessions, or leases are anticipated. Any easements, concessions, or leases must be approved by FCT prior to execution. Certain activities may have negative legal and tax consequences under Florida law and federal income tax law. If the Lake Park Scrub Natural Area is to be subject to any of the following activities or interests, the County will provide FCT with at least 60 days prior written notice and will provide information to FCT, upon reasonable request, in order to evaluate the legal and tax consequences of the activity:

1. any lease or sale of any interest in, or operation of any concession on the project site by any

person or organization;

2. any sales contract or option to buy things attached to the project site to be severed from the site, with any person or organization;
3. any use of the project site by any person other than in such person's capacity as a member of the general public;
4. a management contract for the project site with any person or organization for activities other than those specified in the management plan;
5. such other activity or interest as may be specified from time to time in writing by FCT to the County.

3.3 PUBLIC ACCESS

~~The main p~~Public access to the natural area will be provided via ~~12th Street~~Silver Beach Road to an on-site parking ~~lot~~area. A pedestrian maze gate will be constructed along the northern edge of the natural area when the proposed Park Avenue Extension is constructed north of the natural area, provided that public safety and soil erosion concerns can be addressed. ~~When the proposed Park Avenue extension is built adjacent to or on portions of 12th Street, the public access will be switched to Park Avenue, but the parking area will be unaffected.~~ Bicycle racks and/or bike posts will be provided adjacent to the parking lot and the proposed pedestrian gate to encourage the use of alternative transportation to the site. A concrete sidewalk and bike path exist north of Silver Beach Road and will connect to the natural area parking lot. ~~s are currently not present on 12th Street, but they are present along Watertower Road and Old Dixie Highway.~~ ~~When the extension of Park Avenue is constructed, pedestrian-oriented walkways and bike paths will be built along the road to provide pedestrian and bicycle access to the site.~~ The natural area will be open to the public during daylight hours. The hours of operation will be posted at the site and will be determined in consultation with the Town. Accessible parking and an accessible nature trail will be provided. There are no permanent water bodies on or adjacent to the site; therefore, no water body access is planned.

A parking ~~area~~ lot containing ~~fiveten~~ five automobile parking spaces and ~~onetwo~~ one bus parking spaces will be constructed off Silver Beach Road ~~12th Street~~ in the southwest-central portion of the site (Figure 3). ~~The parking area is located in an area filled in with concrete rubble and fill dirt to help stabilize the 12th Street roadbed. If soil tests reveal that the fill area cannot be compacted enough to support a stable parking area, then portions of the fill area may have to be removed and replaced with compactable materials. The use of pervious materials as part of the parking area will be investigated.~~

Very little native vegetation is present in the ~~proposed parking lotfill area~~ and impacts to good-quality native vegetation will be negligible. A survey will be conducted within the proposed parking ~~area~~lot to verify that its construction would not impact any listed species. Based upon previous listed species surveys of the site by County staff, it is unlikely that the construction of the parking ~~area~~lot will impact any listed species. If any listed species are present within the proposed parking ~~area~~lot, the parking ~~area~~lot location will be adjusted to avoid impacts. If impacts are unavoidable, then these species will be relocated on the site. If a stormwater retention facility is required as a result of the parking ~~area~~lot construction, it will be designed to provide recreation open space or wildlife habitat. If changes to public access or parking facilities are required, the proposed changes will be submitted to FCT for review and approval.

ATTACHMENT 5

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# 04-07-6A-01-FF1-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;

GAA01-036-FF1
06/11/03

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.

GAA01-036-FF1
06/11/03

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.

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06/11/03

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;

GAA101-036-FF1
06/11/03

- 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

GAA\01-036-FF1
06/11/03

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.

GAA\01-036-FF1
06/11/03

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

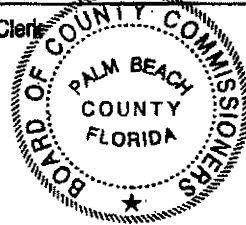
PALM BEACH COUNTY

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

R2003 1086

JUL 15 2003

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 J. Tsividis
Print Name: Thomas J. Tsividis,
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 Toan
Print Name: Rebecca Toan

FLORIDA COMMUNITIES TRUST

By: Janice Browning
Janice Browning
Executive Director

Date: 8/27/03

Approved as to Form and Legality:
By: A.O. Brady
Print Name: A.O. Brady

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: _____

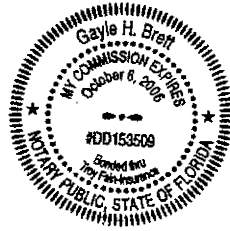


EXHIBIT "A"

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

GAA\01-036-FF1
06/11/03

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 285, 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.

GAA\01-036-FF1
06/11/03

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;

GAA01-036-FF1
06/11/03

EXHIBIT "A" (cont.)

THENCE NORTH 69° 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 (W^{1/4}) 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 (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 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.

GAA\01-036-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

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

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 Prepays		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: J. B. [Signature]
 Its: Exec. Director
 Date: 8/27/03

TOWN OF LAKE PARK

By: [Signature]
 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:

Glendia Y. Harvey
Print Name: Glendia Y. Harvey
Joseph Smith
Print Name: JOSEPH SMITH

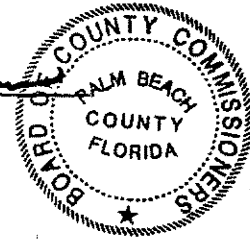
PALM BEACH COUNTY

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

Date:

Dorothy H. Wilken, Clerk

By: *Dorothy H. Wilken*
Deputy Clerk



Approved as to Terms and Conditions:

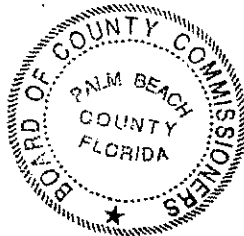
By: *Richard E. Walesky*
Richard E. Walesky, Director
Environmental Resources Management

Approved as to Form and Legality:

By: *Heidi Juhl*
Heidi Juhl, Assistant County Attorney

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 do hereby 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 7-5-03
DOROTHY H. WILKEN, Clerk
By: *Dorothy H. Wilken* D.O.

File
Finance
Minutes
Budget

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
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
Total Appropriations & Expenditures:				1,255,345				

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

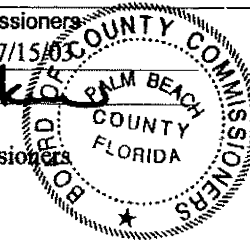
Signatures

[Signature]
[Signature]

Date

6/30/03
3 July 03

By Board of County Commissioners
At Meeting of 07/15/03
[Signature]
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