

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 6, 2007 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file Declaration of Restrictive Covenants (DRC) No.05-028-FF5 and Grant Award Calculation Statement (GAC) awarding a net of \$3,394,981 from the Florida Communities Trust (FCT) reimbursing a portion of Indian Lakes Natural Area (now known as Pine Glades Natural Area) acquisition costs.

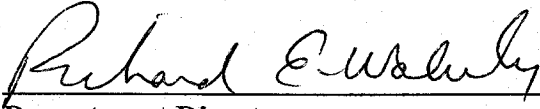
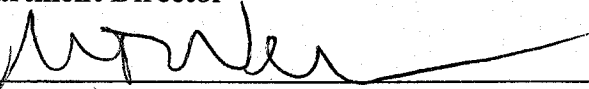
Summary: A delegation of authority for execution of the standard County contract(s), agreement(s) or grant(s) above was approved by the BCC in Board item No. 3L2 on November 15, 2005 (R2005-2253), pursuant to PPM No. CW-O-051. District 1 (8F)

Background and Justification:

The County purchased 604.82 acres from C Venture, Inc. and Stuart Enterprises, Inc. for \$6,727,230 in 2004 and 2005 under the County's Conservation Lands Acquisition Program. The purchase was authorized by R2003-2082 (December 16, 2003) and R2004-0577 (March 30, 2004). The County is sole titleholder to the 604.82 acres. These properties were acquired as part of the Pal-Mar acquisitions. FCT requested we name our project something other than Pal-Mar because they had another project from Martin County with that name. We chose the Indian Lakes Natural Area as the name for the FCT project. To avoid confusion with other areas also known as Pal-Mar, the Natural Areas Management Advisory Committee subsequently approved a name change for the Pal-Mar Natural Area to the Pine Glades Natural Area. The DRC/GAC reimbursed fifty percent of the eligible acquisition costs net of FCT's prepaid expenses. The DRC contains the same conditions as the Grant Contract except for those items that did not survive grant closing. The grant funds were received December 19, 2006.

Attachments:

1. Declaration of Restrictive Covenants and GAC

Recommended by:		<u>1/8/07</u>	
	Department Director	Date	
Approved by:		<u>1/2/07</u>	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

Receipt of these grant funds resulted in a budget amendment in Fund 3002 of 3,394,981, to be approved by the Board in Agenda item 3L2 for February 6, 2007.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Am. Onk 1-25-07
OFMB
1/24/07

Am. J. Jacobson 1/26/07
Contract Administrator

B. Legal Sufficiency:

Renae Jay
Assistant County Attorney

C. Other Department Review:

Department Director

Attachment 1

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

Record and Return to:

FLORIDA COMMUNITIES TRUST
FF5 AWARD #05-028-FF5
FCT Contract #07CT-53-05-F5-J1-028
INDIAN LAKES NATURAL AREA

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the **PALM BEACH COUNTY**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that 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, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning

the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed 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 it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

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 the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the 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. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the 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 the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery 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: Program Manager
Recipient:	Palm Beach County <u>Environmental Resources Management</u> <u>2300 N. Jog Rd., 4th floor</u> <u>West Palm Beach, FL 33411</u> ATTN: <u>Rich Walesky</u>

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. 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 State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local

government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

4. 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 Recipient shall deposit with 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. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, 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 shall 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.

VI. MANAGEMENT OF PROJECT SITE

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

2. The 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 applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The 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.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

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

6. 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 major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld 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. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

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

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section VI. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including a nature trail, wildlife observation platform, and fishing pier shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign, a minimum size of 4' x 6', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Florida Forever Program and Palm Beach County.

3. At least 12 regularly scheduled and ongoing educational classes or programs that promote the protection of natural, historic and cultural resources shall be provided annually at the project site.

4. Interpretive signage shall be provided to educate visitors about the natural resources

and unique history of the Project Site.

5. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site

6. The natural areas including dome swamp, wet prairie and depression marsh that occur on the project site shall be restored and appropriately managed to ensure the long-term viability of these communities.

7. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site, including listed wading birds. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

8. A vegetation analysis of the project site shall be performed to determine which areas of the project site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of the prescribed burn program shall be coordinated the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.

9. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

10. A comprehensive landscaping plan will be developed for the project site. The landscaping plan will make significant use of native plants.

11. Approximately 19 acres of degraded upland community shall restored in terms of biological composition and ecological function. The agricultural ridges and furrows shall be recontoured, and the area replanted with appropriate native upland species.

12. Approximately 162 acres of disturbed wetlands shall be restored to a natural condition in terms of biological composition and ecological function. The invasive exotic vegetation will be removed and appropriate hydrology will be restored.

13. 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.

14. A feral animal removal program shall be developed and implemented for dogs, cats, ducks, hogs, and other non-native wildlife that may be found on the project site.

15. Management of the project site shall be coordinated with the land managers of other conservation and preservation lands in the project area, including the South Florida Water Management District and the South Indian River Water Control District.

16. Prior to the commencement of any proposed development activities, measures will 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.

17. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.

18. The Project Site shall be connected to an adjacent sidewalk within two years.

19. The development and management of the project site shall be coordinated with the agencies managing the multi-jurisdictional recreational trails connecting with the Pal-Mar Natural Area, to ensure the project site is managed as part of a linked trail system.

20. The development and management of the project site shall be coordinated with the agencies managing conservation lands in the Pal-Mar ecological corridor and greenway, to ensure the project site is protected and managed as part of a linked conservation lands and recreation opportunities.

21. 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 award.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal

income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

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

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in Section IV. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE 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.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

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Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status

of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

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

Witness:

Allison Sauer
Print Name: Allison Sauer

Jason Hedegard
Print Name: JASON HEDEGARD

PALM BEACH COUNTY, a local government of the State of Florida

By: Richard E. Walesky

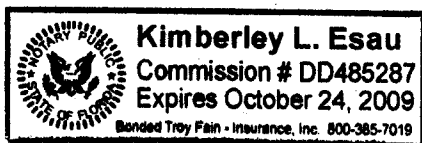
Date: 11/1/06

Approved as to Form and Legality:

By: Shannon Fox
Print Name: Shannon Fox

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of November, 2006, by Richard E. Walesky on behalf of the Local Government, and who is personally known to me.



Kimberley L. Esau
Notary Public
Print Name: Kimberley L. Esau
Commission No. DD485287
My Commission Expires: 10/24/09

Witness:

[Signature]
Print Name: TRIPAL WEAVER

[Signature]
Print Name: Jay Silky

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning, Director, Division of
Housing and Community Development

Date: 11/28/06

Approved as to Form and Legality:

By: [Signature]
Kristen L. Coors
Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of November, 2006, by Janice Browning, Director, Division of Housing and Community Development. She is personally known to me.

[Signature]
Notary Public

Print Name:

Commission No.:

My Commission Expires:

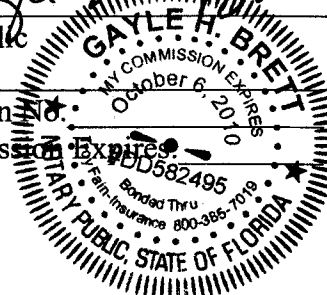


EXHIBIT "A"

PCN #00-41-41-05-00-000-1010

Lot 1 of the unrecorded plat of Indian Lake Estates, described as follows:

The West 660 feet of the East ½ of Section 5, Township 41 South, Range 41 East, LESS the South 4950 feet thereof and the Right of Way for State Road 706 as now laid out and in use, Palm Beach County, Florida.

Lot 2 of the unrecorded plat of Indian Lake Estates, described as follows:

The East 660 feet of the West 1320 feet of the East ½ of Section 5, Township 41 South, Range 41 East, LESS the South 4950 feet thereof and the Right of Way for State Road 706 as now laid out and in use, Palm Beach County, Florida.

Lot 10 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330 feet of the South 3960 feet of the East 660 feet of the West 1320 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1030

Lot 3 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 4950.00 feet of the West 660.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1050

Lot 5 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 4620.00 feet of the West 660.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

Lot 11 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 3630.00 feet of the West 660.00 of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

Lot 13 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 3300.00 feet of the West 660.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

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PCN #06-41-41-05-00-000-1080

Lot 8 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 4290.00 feet of the East 660.00 feet of the West 1320.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1120

Lot 12 of the unrecorded plat of Indian Lake Estates, described as follows:

The East 660 feet of the West 1320 feet of the North 330 feet of the South 3630 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1140

Lot 14 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 3300.00 feet of the East 660.00 feet of the West 1320 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1160

Lot 16 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 2970.00 feet of the East 660.00 feet of the West 1320.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-1170

Lot 17 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330.00 feet of the South 2640.00 feet of the West 660.00 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-5190

Lot 19 of the unrecorded plat of Indian Lake Estates, described as follows:

The North 330 feet of the South 2310 feet of the West 660 feet of the East ½ of Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

PCN #00-41-41-05-00-000-5000

Lots 21 through 32 of the unrecorded plat of Indian Lake Estates, described as follows:

The South 1980 feet of the West ½ of the East ½ of Section 5, Township 41 South, Range 41 East, said property comprising 60 acres, more or less, TOGETHER with a non-exclusive easement of ingress and egress and for utility purposes over, through and across the East 100 feet of the West 710 feet of the said West half of the East half of said Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida.

A parcel of land lying in Section 4, Township 41 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

The west half (W1/2) of Section 4, Township 41 South, Range 41 East, less the right of way for State Road 706 (Indiantown Road).

Containing 322.462 acres, more or less

A parcel of land lying in Section 5, Township 41 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 5; thence S 00° 13' 06" W along the east line of said Section 5 (bearing basis for this description), 42.19 feet to the intersection with the south right-of-way line of Indiantown Road (State Road 706) and the Point of Beginning; thence continue S 00° 13' 06" W along said east line, 5,304.15 feet to the southeast corner of said Section 5; thence N 89° 11' 55" W along the south line of the East half (E ½) of said Section 5, 1,344.75 feet to the intersection with the east line of the West half (W ½) of the East half (E ½) of said Section 5; thence N 00° 34' 49" E along said east line 1,980.01 feet to the intersection with the north line of the south 1,980.00 feet of said West half (W ½) of the East half (E ½); thence N 89° 11' 55" W along said north line, 12.13 feet to the intersection with the east line of the west 1,320.00 feet of said East half (E ½) of Section 5; thence N 00° 56' 43" E along said east line, 3,306.92 feet to the intersection with said south right-of-way line of Indiantown Road; thence S 89° 56' 42" E along said south right-of-way line, 1,302.35 feet to the Point of Beginning.

Local Government Name:	<u>PALM BEACH COUNTY</u>
Project Name:	<u>INDIAN LAKES NATURAL AREA</u>
FCT Project #:	<u>05-028-FF5</u>
Date:	<u>Oct. 16, 2006</u>

GRANT AWARD CALCULATION STATEMENT

TOTAL PROJECT COSTS

Land Purchase Price			
Purchase Price	\$6,727,230.00	(1)	
Total Land Purchase Price			<u>\$6,727,230.00</u>
Acquisition Expenses			
Environmental Site - Phase I	34,500.00		
Environmental Site - Phase II	10,333.00		
Appraisals	\$21,900.00		
Appraisal Review	4,000.00		
Total Acquisition Expenses			<u>70,733.00</u>
Total Project Costs			<u>\$ 6,797,963.00</u>

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation (50%)			
Share of Purchase Price	\$3,363,615.00	(2)	
Share of Acquisition Expenses	35,366.50		
Total Share of Project Costs			<u>\$ 3,398,981.50</u>
County Award Computation (50%)			
Share of Purchase Price	\$3,363,615.00		
Share of Acquisition Expenses	\$35,366.50		
Total Share of Project Costs			<u>\$3,398,981.50</u>
Total Project Costs			<u>\$ 6,797,963.00</u>

COMPUTATION OF PREPAID, REIMBURSEMENTS, ADDITIONAL COSTS AND AMOUNTS DUE AT CLOSING FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs	
Appraisal Review	\$ 4,000.00
Total Prepaid Costs	<u>\$4,000.00</u>

FCT Amount Due at Closing	
Share of Total Project Costs	\$ 3,398,981.50
Less Total Prepaid Costs	<u>4,000.00</u>
Total Amount Due From FCT	<u>\$ 3,394,981.50</u>

Local Government Name: PALM BEACH COUNTY
Project Name: INDIAN LAKES NATURAL AREA
FCT Project #: 05-028-FF5
Date: Oct. 16, 2006
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PALM BEACH COUNTY

Prepaid Costs

Land Purchase Price	\$6,727,230.00
Environmental Assessment - Phase I	\$34,500.00
Environmental Assessment - Phase II	\$10,333.00
Appraisals	<u>\$21,900.00</u>
Total Prepaid Costs	\$6,793,963.00

County Amount Due

Total Prepaid Costs	\$6,793,963.00
Less Share of Total Project Costs	<u>\$3,398,981.50</u>
Amount Due To County	\$3,394,981.50

County Additional Costs

Record Declaration of Restrictive Covenants	\$ <u>136.00</u> (2)
Total Additional Costs	136.00

Notes:

- (1) Pursuant to a memo dated October 13, 2006 from Caroline Sutton to Kristen Coons, the Maximum Approved Purchase Price is \$12,825,000.00
Pursuant to the Grant Contract, FCT will reimburse for the land cost at either the actual purchase price or the Maximum Approved Purchase Price, whichever is less.
According to the Grant Contract, the amount of the grant shall not exceed the lesser of \$3409853.00 or 50% of the final total project costs.
- (2) Disbursed to Clerk of the Court, Palm Beach County, at time of reimbursement.

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

PALM BEACH COUNTY

By: Richard E. [Signature]
Print Name: _____
Title: _____
Date: 11/1/06

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning, Division Director
Housing and Community Development
Date: 11/14/06