

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

Meeting Date: March 11, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve an Interlocal Agreement with the City of Boca Raton (City) for the management of the 79-acre Pondhawk Natural Area.

Summary: The current Interlocal Agreement was approved by the County on October 22, 2002 (R2002-1928) and provides that the City will assist the County with the management of the Pondhawk Natural Area. The updated Interlocal Agreement contained in this item reiterates the respective management duties of the City and County. It also includes a section for Public Access/County Improvements; provides revised information related to the Blue Lake Pathway construction; and updates information related to the receipt of the Florida Communities Trust grant. District 4 (SF)

Background and Justification: The Agreement for Sale and Purchase (R2002-1130) of the property provided for an Interlocal Agreement with the City to set forth the mutual understanding and agreement on the Property's use. The current version of the Interlocal Agreement, which included a corrected legal description for the property, was approved by the County on October 22, 2002 (R2002-1928). The updated Interlocal Agreement has provisions which will allow the County to place excavated fill from the Pondhawk Natural Area onto City property immediately adjacent to the natural area to create an area for pathway development, shoreline restoration, and littoral shelf creation along the Blue Lake shoreline. The County and City have agreed to split the cost equally for the construction of the natural area portion of the Blue Lake pathway. The attached Interlocal Agreement allows for the construction of a 12-foot wide concrete bike and pedestrian pathway and elevated boardwalk/bridge system, instead of the 6-foot wide pedestrian only walkway specified in the current Interlocal Agreement.



Attachments:

1. Interlocal Agreement
2. Location Map

Recommended by:

Richard E. Walenty 2/20/08
Department Director Date

Approved by:

 
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|---|-------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind (Jupiter) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

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

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

There is no fiscal impact associated with this item. Costs associated with the development and management of the natural area is contingent upon annual appropriation of both parties.

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

Fiscal impact will be shown when construction contract is presented to BCC. Fiscal impact of construction is indeterminable at this time.

atwill hite 2.23.08

OFMB

*VO
02/27*

Contract Development and Control
2/26/08

B. Legal Sufficiency:

Maura Fox

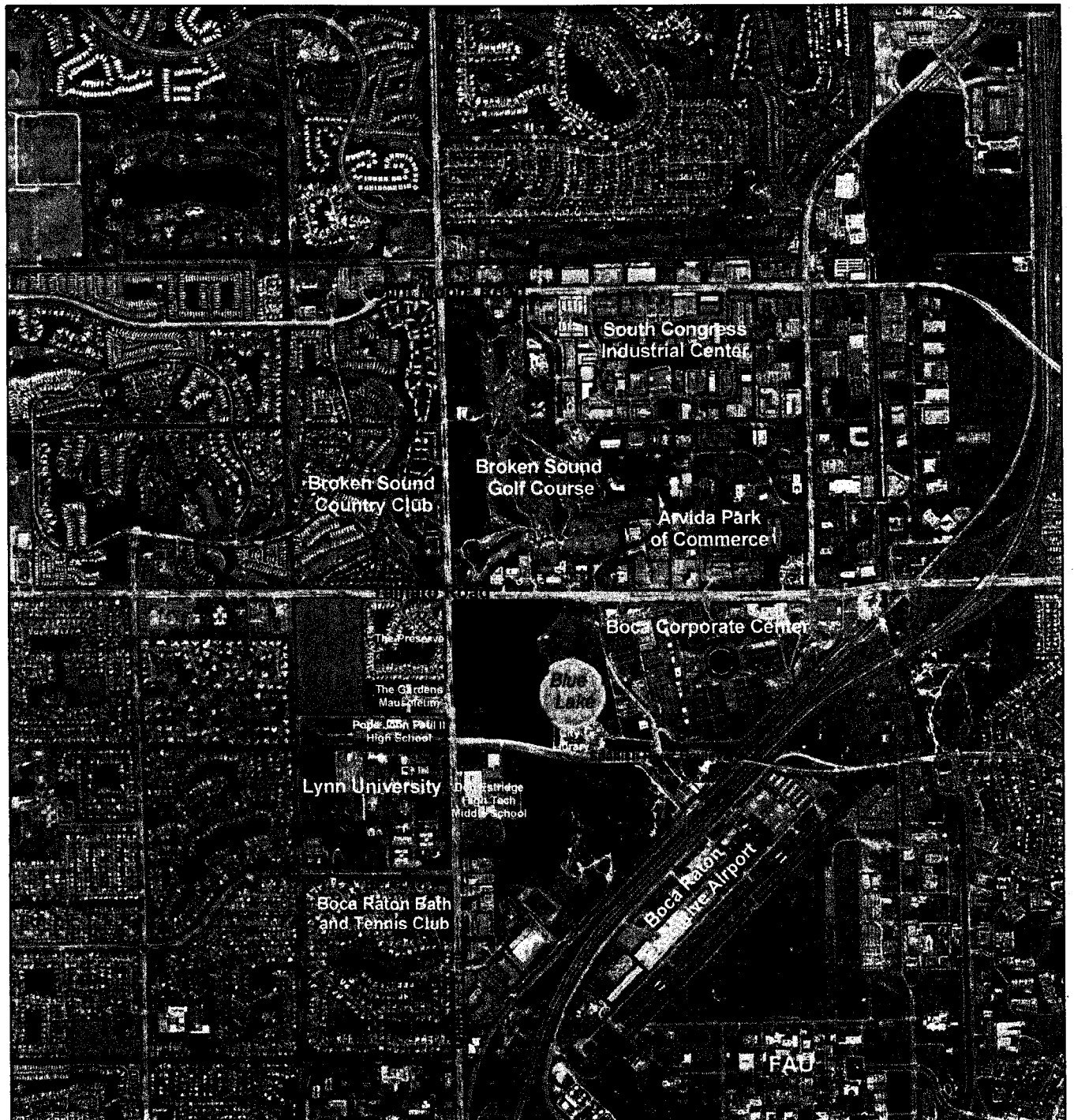
Assistant County Attorney

This Contract complies with our contract review requirements.






C. Other Department Review:

Department Director

Attachment 1



Proposed City Trail Around Blue Lake

-  Blue Lake
-  Pondhawk Natural Area
-  City Parks
-  Yamato Scrub Natural Area
-  City Property



Palm Beach County
Department of Environmental
Resources Management
April 2006:acs



INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BOCA RATON
AND
PALM BEACH COUNTY
FOR MANAGEMENT OF THE PONDHAWK NATURAL AREA

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 2008, by and between the **CITY OF BOCA RATON**, a Florida municipal corporation (the "City") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to collectively as "the Parties").

WITNESSETH

WHEREAS, the County is the owner of certain real property designated as the Pondhawk Natural Area (the "Natural Area"), which is more particularly described in **Exhibit "A"**; and

WHEREAS, the City is the owner of certain real property which is more particularly described in **Exhibit "B"** (the "City Property"); and

WHEREAS, the County purchased the Natural Area from the City with the intent to perpetually preserve and maintain the Natural Area in its natural condition for environmental purposes; and

WHEREAS, On September 12, 2002, and October 22, 2002, the City and the County respectively, executed an Interlocal Agreement (R 2002-1928) for the Parties' cooperative management and preservation of the Natural Area; and

WHEREAS, the Parties intend to make the most efficient use of their powers by continuing to cooperatively manage and preserve the Natural Area in its natural condition for environmental purposes; and

WHEREAS, the Parties wish to enter into a binding Agreement that supersedes and terminates the prior Interlocal Agreement made and entered into by the Parties on October 22, 2002 (R 2002-1928); and

WHEREAS, the Parties desire to herein set forth their mutual understanding and agreement with respect to the use and management of the Natural Area.

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NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS; AUTHORITY TO ENTER INTO AGREEMENT.

1.1 **Recitals.** The Parties hereto acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated in this Agreement as if fully set forth herein.

1.2 **Authority.** The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes (2006), known as the "Florida Interlocal Cooperation Act of 1969".

SECTION 2. INTENT. The County purchased the Natural Area from the City with the intent to perpetually preserve and maintain the Natural Area in its natural condition for environmental purposes. In this Agreement, the Parties desire to set forth their mutual understanding and agreement with respect to the Parties' joint responsibilities to manage the Natural Area, to create public use facilities within and immediately adjacent to the Natural Area, and to pay for the costs associated with the construction of such facilities. The Parties wish to set forth their intent that the Natural Area shall be perpetually maintained in its natural condition for environmental purposes and for the publics' enjoyment of its environmental beauty. The County also wishes to set forth its intent to provide the City with the opportunity to repurchase the Natural Area from the County, under certain circumstances, in accordance with the terms and conditions of this Agreement.

SECTION 3. USE OF PROPERTY.

3.1 **Use of Property.** County and City acknowledge that the Natural Area possesses environmental value of great importance to the City, County and to the people of the City of Boca Raton and Palm Beach County. In order to protect the environmental value of the Natural Area, the Parties agree that the use of the Natural Area shall be perpetually restricted to environmental preservation, protection, mitigation, environmental restoration and maintenance, and for passive use facilities for the people of the City of Boca Raton and Palm Beach County.

3.1.1 **Florida Communities Trust.** The Parties acknowledge that the County submitted a grant application to the Florida Communities Trust ("FCT") and received a grant to reimburse the County for approximately fifty percent (50%) of the purchase price of the Natural Area. The County has executed and recorded the Grant Award Agreement (the "Grant Award Agreement") with FCT for a grant for the Natural Area, attached hereto as Exhibit "C". The City and County agree that, in the event of any conflict between this Agreement and the Grant Award Agreement, the Grant Award Agreement shall control with respect to the use of the Natural Area.

SECTION 4. PUBLIC ACCESS; COUNTY IMPROVEMENTS.

4.1 Public Access. The Parties agree that the Natural Area shall be open so that members of the general public may have access to the Natural Area in order to observe, appreciate, and behold its environmental value. In order to provide such public access, the County shall, at the County's cost and expense, design, construct, maintain, repair, and replace a system of walking trails throughout the Natural Area. Such walking trails shall be subject to the approval of the City as required by the City Code existing at the time of construction.

4.2 Blue Lake Pathway. The City agrees to allow the County, at the County's own expense, to place excavated fill from the Natural Area onto the City Property immediately adjacent to the Natural Area for pathway development, shoreline restoration, and littoral shelf creation along the Blue Lake shoreline. The City agrees to allow the County to construct an adjoining, twelve (12) foot wide concrete pathway and elevated boardwalk/bridge system (the "Blue Lake pathway") on the deposited fill beginning at the City's fifty (50) foot easement on the northwest side of Blue Lake and ending at the City pathway bridge connection on the southwest side of Blue Lake. The Parties agree to split the cost fifty/fifty (50/50) for the Blue Lake pathway and agree that it will be compatible and consistent with the proposed private developer pathway to be constructed on the north edge of Blue Lake, where the Blue Lake pathway will connect. The County agrees to work closely with the City and its consultants to prepare separate design/development plans for the Pondhawk portion of the Blue Lake pathway that are consistent and compatible with the City's plans to develop the same types of pathway facilities and amenities on City Property. This design/development collaboration effort is intended to produce pathway and amenity components that are consistent and compatible in design, materials, structure, size, function, purpose, and location for their respective areas. The County also agrees to work closely with the City to prepare design/development plans for a littoral shelf/shoreline restoration project along the Pondhawk portion of the lake shoreline. All design/development plans prepared by the County shall be reviewed and approved by the City prior to construction of the facilities. The County further agrees to work closely with the City and its consultant to help with the preparation of a design/development plan for a littoral shelves/shoreline restoration project along the City's portion of the lake shoreline. All obligations of the County and City hereunder are subject to and contingent upon annual budgetary funding and appropriations by the respective governing bodies. If either of the Parties cannot meet their funding obligation, construction of the Blue Lake pathway shall be delayed until such time that both Parties have reserved funds sufficient to cover the expected cost of the project.

4.3 Timing of Pathway Construction. Subject to regulatory approvals and budget availability, the City and the County agree to simultaneously construct the Blue Lake pathway immediately adjacent to the Natural Area on the west side of Blue Lake and the City pathway on the City Property along the remainder of the Blue Lake shoreline. In the event that the City is not ready to move forward with the City pathway on the City Property at the time that the County is preparing to construct the Blue Lake pathway and the public use facilities in the Natural Area, the County reserves the right to construct the Blue Lake pathway before the City constructs the City pathway around the remainder of the Blue Lake shoreline and to be reimbursed by the City for 50% of the cost to create the Blue Lake pathway. This reimbursement shall be payable within 90 days after receipt of invoice. The foregoing

requirements in this section are in addition to any requirements and restrictions in the Grant Award Agreement.

SECTION 5. MANAGEMENT PLAN. In addition to the terms and provisions of the Grant Award Agreement, as applicable, the County shall generally preserve and maintain the Natural Area in its natural condition in perpetuity, subject to the terms and conditions of a management plan (the "Management Plan") to be adopted by the County, subject to the review and comment of the City. The Management Plan shall provide that the County shall, at its cost and expense, remove exotic and nuisance vegetation from the Natural Area and perform periodic maintenance and monitoring.

SECTION 6. PROPERTY MANAGEMENT RESPONSIBILITIES.

6.1 Joint Responsibilities.

6.1.1 The County, in cooperation with the City, shall manage the Natural Area for habitat preservation and passive recreation, keeping the Natural Area in its natural state, except for the development and maintenance of fences, firebreaks, hiking trails and other management activities appropriate for a nature preserve. Management activities will initially consist of removal of trash and invasive vegetation from the Natural Area. Long-term management of the Natural Area will require controlling invasive vegetation, monitoring listed plant and animal species, and prescribed burning.

6.1.2 Subject to annual appropriations by the County's Board of County Commissioners and the City of Boca Raton, personnel time and expertise, professional services contracts, equipment, materials and supplies, ongoing site-specific management of the Natural Area will be provided by both Parties. The Parties, separately or jointly, may apply for any funds available from the State of Florida for management purposes and may minimize management cost through the involvement of volunteers.

6.1.3 The Parties shall prepare, separately or jointly, brochures and other educational material describing the natural resources, uses, and joint management of the Natural Area. Any material prepared by one Party shall be submitted to the other Party for its review and comment prior to public presentation/distribution. The cost of any jointly-prepared materials shall be shared equally by the Parties. The costs of any material prepared individually shall be solely that Party's responsibility. Both Parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

6.1.4 The Parties shall identify the Natural Area as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising.

6.2 Responsibilities of the County.

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6.2.1 The County agrees to erect signs and/or monuments identifying the Natural Area as being open to the public, as having been purchased with funds from the State, County, and City, if appropriate, and as being managed by the County, with the cooperation of the City.

6.2.2 The County agrees to plan and pay for physical improvements to the Natural Area that will encourage public use of the Natural Area as a nature preserve. These improvements shall be subject to a budget approved by the Palm Beach County Board of County Commissioners. These improvements may include, but are not limited to, hiking and interpretive trails and an educational display (kiosk). The County shall use its best efforts to plan and construct these facilities, taking into consideration primarily the sensitivity and needs of the biological communities, and secondarily the intended research, educational and recreational uses of the Natural Area. The County shall be responsible for the upkeep of all trails and kiosks constructed on the Natural Area.

6.2.3 The County agrees to secure the Natural Area with fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting public access to the Natural Area for passive recreational activities, environmental education and scientific research. The County shall be responsible for the maintenance of these fences, gates and signs.

6.2.4 The County shall develop a Management Plan and prescribed burn plan for the Natural Area, in consultation with the City. The Management Plan is subject to approval by the FCT and the Palm Beach County Board of County Commissioners.

6.2.5 The Management Plan will provide an opportunity for the County and the City to jointly determine the future of the Natural Area should any unforeseen events or activities, either natural or man-made, severely limit or eliminate the natural values presently on the Natural Area.

6.2.6 Management of all natural areas acquired by the County will be coordinated on a County-wide basis to protect ecosystems and populations of listed species throughout the County.

6.2.7 The County agrees to identify a County employee as a contact person to interact with the City in planning for and managing the Natural Area.

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

6.3 Responsibilities of the City.

6.3.1 The City agrees to assume primary responsibility, with assistance from the Palm Beach County Sheriff's Department, for public safety and law enforcement at the Natural

Area in order to help prevent vandalism, vehicular trespass, dumping, and damage to the Natural Area and its natural resources.

6.3.2 The City agrees to provide weekly garbage pick-up (if trash receptacles are placed adjacent to the Natural Area entrance along the Blue Lake pathway) and will assume responsibility for the daily opening and closing of any gates providing public access to the Natural Area. This responsibility may be delegated to a local resident or stewardship group if approved in writing by both the County and the City.

6.3.3 The City agrees to assist the County, subject to the availability of City funds, staff and equipment, in the long-term management of the Natural Area, including removal of invasive vegetation, trash and debris.

6.3.4 The City agrees to assist the County with periodic prescribed burns at the Natural Area and agrees to assist with maintaining perimeter firebreaks by quarterly mowing of these firebreaks.

6.3.5 The City agrees to review any revisions of the Management Plan and to provide comments to the County thereon.

6.3.6 The City agrees to expeditiously review, through appropriate City departments and boards, any engineering design plans that include the Natural Area, as well as those for the proposed Blue Lake pathway and littoral shelf creation/shoreline restoration project to be built on the City Property by the County and that require approval by the City. The City further agrees to waive any municipal fees, assessments, or permit fees applicable to the Natural Area due to the construction, use or maintenance of public facilities. Impact fees for permanent water and sewer connections, however, shall not be waived.

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

6.3.8 The City agrees to consult with the County on the establishment of new wellfields on City-owned property south of Spanish River Boulevard that could adversely affect the existing or proposed natural resources on the Natural Area and agrees to use its best efforts to minimize wellfield impacts to the Natural Area.

6.3.9 The City agrees to identify a City employee as the contact person to interact with the County in planning for and managing the Natural Area.

SECTION 7. DEVELOPMENT OF CITY PROPERTY. In connection with the City's development of its real property adjacent to the Natural Area, the City intends to adopt a master plan for development that includes and identifies the Natural Area as an environmental preserve pursuant to the City's code requirements. The County agrees not to object, either

formally, informally or otherwise, to (a) the inclusion of the Natural Area in City's master plan as stated in the previous sentence and/or (b) any comprehensive land use plan amendment and/or rezoning initiated and processed by the City that amends the future land use map designation and/or zoning district designation of the Natural Area to provide for conservation uses.

SECTION 8. DEFAULT; REMEDIES. Notwithstanding any other provisions of this Agreement to the contrary, the County and City covenant and agree for themselves, their successors and assigns, that neither the County nor the City will, whether by action or inaction, permit or allow the breach or violation of the provisions of this Agreement. In the event the County or City breaches or violates the provisions of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach or violation ("Default Notice"). Following receipt of the Default Notice, the breaching Party shall diligently commence and proceed to cure such breach or violation as expeditiously as reasonably possible and, in any case, within thirty (30) days following receipt of the Default Notice; provided, however, if the breach or violation is of a nature that it cannot be cured within thirty (30) days, the breaching Party shall be entitled to additional reasonable time, as agreed to in writing by the non-breaching Party, to cure the breach or violation. It is expressly provided that upon either Party's breach or violation of any of the provisions of this Agreement that extends beyond the cure period as set forth herein, the non-breaching Party is entitled to enforce the terms and conditions set forth herein by any action available at law or in equity including, but not limited to, an action for an injunction as well as availing itself of all other legal and equitable remedies including, but not limited to, an action for money damages, or both.

SECTION 9. RIGHT OF FIRST REFUSAL. Subject to the rights of FCT under the Grant Award Agreement, if any, the City shall have the irrevocable, exclusive privilege and right of first refusal, as hereinafter described, to purchase the Natural Area from the County as provided in this Section 9. If the County is, at any time subsequent to the date hereof, negotiating the basic business terms of an arms length sale, transfer, conveyance, lease, license or assignment of the Natural Area or any portion thereof, with a bona fide prospective purchaser, transferee, grantee, lessee, licensee, or assignee (which shall include for all intents and purposes any governmental entity or agency other than the FCT), the County shall promptly notify the City of such negotiations in writing, and such written notice shall state the name of the prospective purchaser, transferee, grantee, lessee, licensee, or assignee, and the essential (but not necessarily final) business terms upon which the County is prepared to sell, transfer, convey, lease, license or assign the Natural Area or any portion thereof. The City shall then have a period of thirty (30) business days from the date of receipt of the County's written notice to notify the County in writing of the City's election to purchase the Natural Area or a portion thereof. Upon the City's exercise of the right of first refusal, the "Purchase Price" for the Natural Area or any portion thereof shall be determined based upon a per acre price of One Hundred Forty Six Thousand Eight Hundred Sixty Two and 00/100 Dollars (\$146,862.00), as adjusted for increases in the index numbers of retail commodity prices designated "Consumer Price Index for all Urban Consumers - United States City Average - All Items" (the "Consumer Price Index") issued by the Bureau Of Labor Statistics, United States Department Of Labor, for the period of time from October 22, 2002 until the City exercises its right of first refusal. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index

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as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used. The City's failure to provide written notice of its intent to purchase the Natural Area or a portion thereof as required in this Section 9 shall be deemed to be a waiver of any rights under this Section 9 as to the presently proposed sale, transfer, conveyance, lease, license or assignment; provided, however, the City's right of first refusal shall continue and apply to any and all subsequent sales, transfers, conveyances, leases, licenses or assignments by the County of the nature herein contemplated. Notwithstanding the foregoing, the City's right of first refusal with respect to leases and licenses shall only apply where the proposed lease or license is for a use of the Natural Area that is not permitted by the Grant Agreement and/or this Agreement, as applicable.

SECTION 10. NOTICES. All notices, consent, approvals and other communications which may be or are required to be given by either the City or the County under this Agreement shall be properly given only if made in writing and sent by (i) hand delivery, or (ii) certified or registered mail, postage prepaid, return receipt requested, with all delivery charges paid by the sender and addressed to the County or City and their attorneys, as applicable, as follows:

County:

Palm Beach County
Department of Environmental Resources Management
Attention: Richard E. Walesky, Director
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida 33411.
Telephone: (561) 233-2400
Facsimile: (561) 233-2414

With copy to:

Shannon Fox, Esq.
Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2249
Facsimile: (561) 355-6461

City:

City of Boca Raton
Attention: City Manager and City Attorney

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201 West Palmetto Park Road
Boca Raton, Florida 33432
Telephone: (561) 393-7700
Facsimile: (561) 393-7704

Such notices shall be deemed received: (1) if delivered by hand, on the date of delivery or (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address must be made by written notice to the other Party and such change shall be effective five (5) days following receipt of such written notice by the other Party. In the event that written notice, demand or request is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, or the Party moved or otherwise (but not refusal of acceptance), such notice shall be deemed to have been received by the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

SECTION 11. GENERAL PROVISIONS.

11.1 Entire Agreement; Amendment. This Agreement, all the Exhibits referenced herein and annexed hereto, and the documents contemplated by this Agreement including, but not limited to, the Grant Award Agreement, contain the final, complete and entire Agreement of the Parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing signed by the Parties hereto.

11.2 Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida.

11.3 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

11.4 Non-waiver. No waiver by the City or County of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to the City or County upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by the City or County of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other

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breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

11.5 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

11.6 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

11.7 No Personal Liability of City or County. The County acknowledges that this Agreement is entered into by a municipal corporation as the City, and the City acknowledges that this Agreement is entered into by a political subdivision of the State of Florida as the County. The City and County agree that no individual county commissioner, council member, board member, administrative official, employee, or representative of the City or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

11.8 WAIVER OF TRIAL BY JURY. THE CITY AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

11.9 Police/Regulatory Powers. The Parties cannot, and hereby specifically does not, waive or relinquish any of each party's regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Natural Area, any improvements thereon, or any operations at the Natural Area. Nothing in this Agreement shall be deemed to create an affirmative duty of each Party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant Agreements. In addition, nothing herein shall be considered zoning by contract.

11.10 Recording. The Parties agree that this Agreement shall be recorded in the Public Records of Palm Beach County at the City's cost and expense.

11.11 Liability. Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against all actions, claims or damages arising out of the County's negligence in connection with this Agreement and any amendment hereto, and the City shall indemnify, defend and hold

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harmless the County against all actions, claims or damages arising out of the City's negligence in connection with this Agreement and any amendment thereto. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either Party for such other Party's negligent, willful or intentional acts or omissions.

11.12 Insurance. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the City acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the County or City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the County and City shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the City agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the City of its liability and obligations under this Agreement or any amendments hereto.

11.13 Enforcement Costs. Any costs or expenses (including reasonable attorney=s fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

11.14 Remedies. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11.15 Records. The Parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. The Parties shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place. In the event that the Parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the Parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties.

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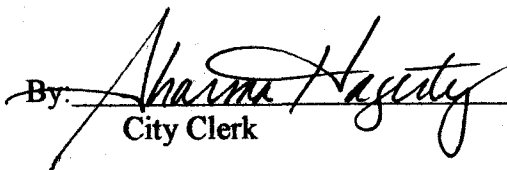
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IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed as of the day and year first above written.

CITY:

CITY OF BOCA RATON,
a Florida municipal corporation

Attest:

By: 
City Clerk

By: 
Steven L. Abrams, Mayor

(Municipal Seal)

Approved as to legal form
and sufficiency:

By: 
City Attorney

COUNTY:

Date of Execution by County:

_____, 2008

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, a
Political Subdivision of the State of
Florida

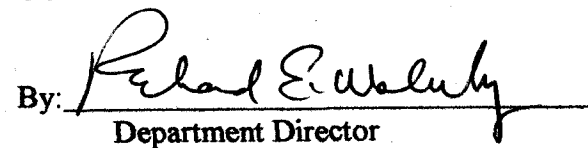
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney

By: 
Department Director

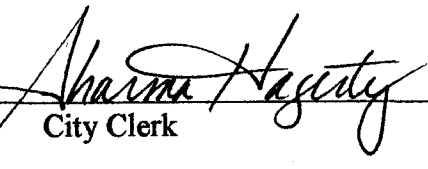
16

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed as of the day and year first above written.

CITY:

Attest:

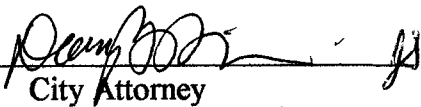
CITY OF BOCA RATON,
a Florida municipal corporation

By: 
City Clerk

By: 
Steven L. Abrams, Mayor

(Municipal Seal)

Approved as to legal form
and sufficiency:

By: 
City Attorney

COUNTY:

Date of Execution by County:

_____, 2008

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, a
Political Subdivision of the State of
Florida

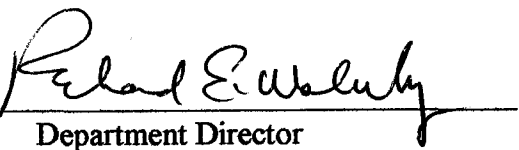
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Assistant County Attorney

By: 
Department Director

STATE OF FLORIDA)

SS:

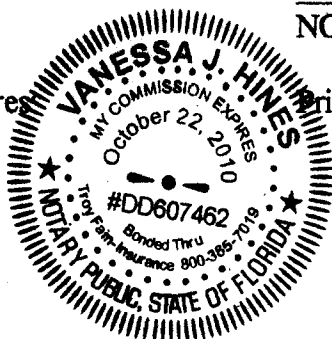
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of February, 2008, by Steve L. Abrams, as Mayor, of the CITY OF BOCA RATON, a Florida municipal corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or ☐ has produced a Florida drivers license as identification.

Vanessa J. Hines
NOTARY PUBLIC, State of Florida

My Commission Expires

Print Name:



Vanessa J. Hines

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of ___, 2008, by Addie L. Greene, Chairperson of the PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida, who (check one) ☐ is personally known to me or ☐ has produced a Florida drivers license as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH $01^{\circ}18'34''$ EAST, ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 277.25 FEET; THENCE NORTH $88^{\circ}41'26''$ EAST, 70.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL (S.R. 809) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP SECTION 93590-2608 SAME BEING A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6061, PAGE 1814 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $46^{\circ}10'07''$ EAST, 14.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $46^{\circ}10'07''$ EAST 49.12 FEET; THENCE SOUTH $89^{\circ}53'57''$ EAST, 1657.79 FEET; THENCE SOUTH $77^{\circ}24'12''$ EAST, 55.46 FEET; THENCE SOUTH $89^{\circ}53'57''$ EAST, 101.40 FEET; THENCE SOUTH $04^{\circ}47'58''$ EAST, 189.79 FEET; THENCE SOUTH $89^{\circ}10'28''$ WEST, 18.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF $55^{\circ}11'17''$; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 38.53 FEET; THENCE SOUTH $33^{\circ}59'11''$ WEST, 64.42 FEET; THENCE SOUTH $71^{\circ}49'54''$ WEST, 61.55 FEET; THENCE SOUTH $40^{\circ}46'28''$ WEST, 22.35 FEET; THENCE SOUTH $72^{\circ}32'38''$ WEST, 163.92 FEET; THENCE SOUTH $21^{\circ}00'53''$ EAST, 145.31 FEET; THENCE SOUTH $53^{\circ}31'39''$ WEST, 163.52 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF $74^{\circ}35'16''$; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 188.76 FEET; THENCE SOUTH $21^{\circ}03'37''$ EAST, 244.50 FEET; THENCE SOUTH $40^{\circ}27'34''$ EAST, 216.91 FEET, TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH $40^{\circ}03'33''$ EAST), HAVING A RADIUS OF 581.00 FEET AND A CENTRAL ANGLE OF $106^{\circ}26'14''$; THENCE SOUTHWESTERLY, SOUTHERLY, AND EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1079.31 FEET; THENCE SOUTH $00^{\circ}00'14''$ WEST 400.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 40TH STREET AS SHOWN IN ROAD PLAT BOOK 4, PAGES 77 THROUGH 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $78^{\circ}38'34''$ WEST, 495.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2934.79 FEET, AND A CENTRAL ANGLE $11^{\circ}14'45''$; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 576.03 FEET; THENCE NORTH $89^{\circ}53'19''$ WEST, 101.35 FEET (THE LAST THREE COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID N.W. 40TH STREET); THENCE NORTH $01^{\circ}18'34''$ WEST, 524.20 FEET; THENCE SOUTH $88^{\circ}41'26''$ WEST, 500.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE NORTH $01^{\circ}18'34''$ WEST, ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 1264.04 FEET; THENCE NORTH $02^{\circ}11'17''$ EAST, 180.45 FEET; THENCE NORTH $01^{\circ}18'34''$ WEST, 339.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION OF CITY PROPERTY

DESCRIPTON (PARCEL NORTH OF NORTHWEST 40TH STREET)

A PARCEL OF LAND LYING IN A PORTION OF PARCEL 1, AND A PORTION OF PARCEL 3, BOCA TECHNOLOGY CENTER PLAT 1; ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGES 178 THROUGH 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO LYING IN A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 01° 18'34" EAST, ALONG THE WEST LINE OF SAID SECTION 12, FOR 277.25 FEET; THENCE NORTH 88° 41'26" EAST (BASIS OF BEARINGS ARE GRID NORTH, (NORTH AMERICAN DATUM 83 (90) ADJUSTMENT), FOR 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILITARY TRAIL (S.R. 809), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP SECTION 93590-2608; THENCE ALONG THE SAID EAST RIGHT OF WAY LINE OF MILITARY TRAIL (S.R. 809), SOUTH 01° 18'34" EAST, FOR 1773.95 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF MILITARY TRAIL, NORTH 88° 41'26" EAST, ALONG THE NORTH LINE OF DEED AS PER OFFICIAL RECORD BOOK 1060, PAGE 59 OF THE PALM BEACH COUNTY PUBLIC RECORDS FOR 500.00 FEET; THENCE SOUTH 01° 18'34" EAST, ALONG THE EAST LINES OF DEEDS, AS PER OFFICIAL RECORD BOOK 1050, PAGE 416, OFFICIAL RECORD BOOK 5270, PAGE 874, AND OFFICIAL RECORD BOOK 1060, PAGE 59, FOR 524.20 FEET; THENCE EASTERLY ALONG THE NORTH RIGHT OF WAY LINE OF N.W. 40TH STREET AS PER ROAD PLAT BOOK 4, PAGES 77 THROUGH 79 OF THE SAID PUBLIC RECORDS THE FOLLOWING FOUR COURSES; SOUTH 89° 53'20" EAST, FOR 101.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2934.79 FEET AND A CENTRAL ANGLE OF 11° 14'45"; THENCE SOUTHEASTERLY ALONG THE ARC FOR 576.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78° 38'35" EAST, 495.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00° 00'14" EAST, DEPARTING SAID NORTH RIGHT OF WAY LINE OF N.W. 40TH STREET, FOR 400.95 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 581.00 FEET, A CENTRAL ANGLE OF 106° 26'14", AND CHORD BEARING OF NORTH 03° 16'40" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 1079.31 FEET; THENCE NORTH 40° 27'35" WEST, 39.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 614.36 FEET, A CHORD BEARING OF SOUTH 89° 35'12" EAST AND A CENTRAL ANGLE OF 81° 44'30"; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 876.48 FEET; THENCE NORTH 41° 17'03" EAST, 251.25 FEET, TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1003.78 FEET A CENTRAL ANGLE OF 06° 22'23" AND A CHORD BEARING OF SOUTH 44° 39'43" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 111.65 FEET TO A POINT OF REVERSE CURVATURE OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1472.50 FEET, A CENTRAL ANGLE OF 04° 05'18" AND A CHORD BEARING OF 15° 41'30" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 105.07 FEET TO THE POINT OF TAGENCY; THENCE SOUTH 27° 44'09" EAST, 143.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1172.50 FEET, A CENTRAL ANGLE OF 16° 16'35" AND A CHORD BEARING OF SOUTH 35° 52'27" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 333.08 FEET; THENCE SOUTH 44° 00'44" EAST, 473.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 427.50 FEET, A CENTRAL ANGLE OF 08° 31'13" AND A CHORD BEARING OF SOUTH 39° 45'08" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 63.57 FEET; THENCE NORTH 77° 26'13" EAST, 1.46 FEET; THENCE SOUTH 44° 00'44" EAST, 40.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 312.00 FEET, A CENTRAL ANGLE OF 31° 39'31" AND A CHORD

BEARING OF SOUTH 28° 10'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 172.39 FEET; THENCE SOUTH 12° 29'35" EAST 88.94 FEET; THENCE SOUTH 22° 19'21" EAST, 38.84 FEET; THENCE SOUTH 24° 01'13" EAST, 17.92 FEET; THENCE SOUTH 19° 43'15"EAST, 11.70 FEET; THENCE SOUTH 12° 21'13" EAST, 146.83 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 1, OF BOCA TECHNOLOGY CENTER PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGES 178 THROUGH 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89° 59'47" WEST, ALONG SAID SOUTHERN BOUNDARY OF PARCEL 1, FOR A DISTANCE OF 1.60 FEET; THENCE SOUTH 12° 21'12" EAST, 139.50 FEET TO A POINT ON THE NORTH RIGHT-OF WAY LINE OF NORTHWEST 40TH STREET PER SAID BOCA TECHNOLOGY CENTER PLAT 1; THENCE SOUTH 89° 15'38" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 45.94 FEET; THENCE SOUTH 12° 21'12" EAST, 42.88 FEET, TO A POINT NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED N.W. 40TH STREET; THENCE SOUTH 89° 15'39" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 1101.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; HAVING A RADIUS OF 2794.79 FEET AND A CENTRAL ANGLE OF 12° 05'48", THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE FOR AN ARC DISTANCE OF 590.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78° 38'35" WEST, 139.24 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "C"

GRANT AWARD AGREEMENT

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

RECEIVED

FEB 06 2004

DEPT. OF COMMUNITY AFFAIRS
FLORIDA COMMUNITIES TRUST

R2004 0906

MAY 18 2004

FLORIDA COMMUNITIES TRUST
FF2 AWARD #02-051-FF2

FCT Contract# 04-ET-78-02-FF2-J1-051

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2004, by and between the **FLORIDA COMMUNITIES TRUST ("FCT")**, a nonregulatory agency within the State of Florida Department of Community Affairs, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, and the **CITY OF BOCA RATON**, a local government 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 Chapters 259.105, 259.1051, and 380, Florida Statutes.

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

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

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

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

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and this Agreement shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site shall at all times comply 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 an 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 its acquisition using 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 Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery 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, and 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 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 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 Recipient and FCT.

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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 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: Program Manager

Recipient:

Palm Beach County
Department of Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406-1548
ATTN: Director

Recipient:

City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432-3795
ATTN: City Manager

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.

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 Recipient or by some third party with the knowledge of the Recipient and the 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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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 Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the 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 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 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 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 Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. 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

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appropriate. If an amendment to the 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 Recipient.

4. 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 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 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 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. The approval by FCT of the 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 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 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 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 Recipient.

IV. OBLIGATIONS INCURRED BY 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 Recipient, to any of the below listed activities or interests, the Recipient shall provide at least 60

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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 Recipient.

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

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;
- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

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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 Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE 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 RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING THE 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 wetlands observation deck, 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, Palm Beach County, and the City of Boca Raton.
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 natural communities 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 protects and enhances habitat for native wildlife species that utilize or could potentially utilize the site, including gopher tortoise and Florida mouse. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation

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DATE: January 12, 2004

- and viability of native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.
7. A prescribed burn plan shall be implemented for the scrub and flatwoods communities. A vegetation analysis of the remainder of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime to maintain fire-dependent natural communities. If a prescribed burning regime is found to be necessary and feasible, the development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
 8. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.
 9. The area adjacent to the parking area and a buffer around the parking area shall be landscaped with native plant species to provide wildlife habitat and enhance the function and appearance of the Project Site.
 10. At least five acres of the degraded wetland community shall be restored in terms of biological composition and ecological function.
 11. 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.
 12. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, ducks, and other non-native wildlife that may be found on the Project Site.
 13. 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.
 14. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

15. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

16. The project site shall provide an additional destination point along the City of Boca Raton Bicycle, Pedestrian, Greenways and Trail Plan system. The proposed project site improvements shall include trailhead facilities and a pedestrian trail accessible from the City's multipurpose trail network.

17. 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.

18. 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.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Julie Aden
Print Name: Julie Aden

Sally Channon
Print Name: Sally Channon

R2004 0906
MAY 18 2004

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of February 2004, by Richard E. Walesky as Director of ERM on behalf of the Local Government, and who is personally known to me.



PALM BEACH COUNTY

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

Date: 2/5/04

Approved as to Form and Legality:

By: Marilyn Coppola
Print Name: Marilyn Coppola

GAA\02-051-FF2
DATE: January 12, 2004

R2004 0906

MAY 10 2004

Witness:

Sharon Carraante
Print Name: Sharon Carraante

Sharon Mcbrice
Print Name: Sharon Mcbrice

CITY OF BOCA RATON

By: Steven L. Abrams
Print Name: Steven L. Abrams
Title: Mayor

Date: February 2, 2004

Approved as to Form and Legality:

By: John O. McKinley
Print Name: John O. McKinley

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of February, 2004, by Steven L. Abrams as Mayor of City of Boca Raton on behalf of the Local Government, and who is personally known to me.



Vanessa J. Hines
MY COMMISSION # DD142695 EXPIRES
October 14, 2006
BONDED THRU TROY FARM INSURANCE, INC.

Vanessa J. Hines
Notary Public
Print Name: Vanessa J. Hines
Commission No. DD142695
My Commission Expires: 10/14/06

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GAA02-051-FF2
DATE: January 12, 2004

R2004 0906

MAY 18 2004

Witness:

[Signature]
Print Name: Rebecca Tene

[Signature]
Print Name: Rebecca Tene

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of February, 2004, by Janice Browning as Division Director of Housing and Community Development. She is personally known to me. Kathy Baughman McLeod, Community Program Manager

FLORIDA COMMUNITIES TRUST

By: [Signature]
Kathy Baughman McLeod,
Community Program Manager

Date: 2/20/04

Approved as to Form and Legality:

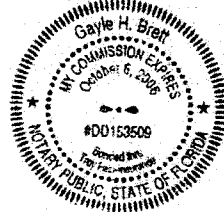
By: [Signature]
Kristen L. Coons, Trust Counsel

[Signature]
Notary Public

Print Name:

Commission No.

My Commission Expires:



GAA\02-051-FF2
DATE: January 12, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

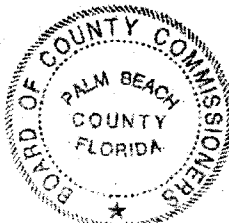
A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 01°18'34" EAST, ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 277.25 FEET; THENCE NORTH 88°41' 26" EAST, 70.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL (S.R. 809) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP SECTION 93590-2608 SAME BEING A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6061, PAGE 1814 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 46°10'07" EAST, 14.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 46°10'07" EAST 49.12 FEET; THENCE SOUTH 89°53'57" EAST, 1657.79 FEET; THENCE SOUTH 77°24'12" EAST, 55.46 FEET; THENCE SOUTH 89°53'57" EAST, 101.40 FEET; THENCE SOUTH 04°47'58" EAST, 189.79 FEET; THENCE SOUTH 89°10'28" WEST, 18.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 55°11'17"; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 38.53 FEET; THENCE SOUTH 33°59'11" WEST, 64.42 FEET; THENCE SOUTH 71°49' 54" WEST, 61.55 FEET; THENCE SOUTH 40°46'28" WEST, 22.35 FEET; THENCE SOUTH 72°32'38" WEST, 163.92 FEET; THENCE SOUTH 21°00'53" EAST, 145.31 FEET; THENCE SOUTH 53°31'39" WEST, 163.52 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 74°35'16"; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 188.76 FEET; THENCE SOUTH 21°03'37" EAST, 244.50 FEET; THENCE SOUTH 40°27'34" EAST, 216.91 FEET, TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 40°03'33" EAST), HAVING A RADIUS OF 581.00 FEET AND A CENTRAL ANGLE OF 106°26'14"; THENCE SOUTHWESTERLY, SOUTHERLY, AND EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1079.31 FEET; THENCE SOUTH 00°00'14" WEST 400.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 40TH STREET AS SHOWN IN ROAD PLAT BOOK 4, PAGES 77 THROUGH 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 78°38'34" WEST, 495.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2934.79 FEET, AND A CENTRAL ANGLE 11°14' 45"; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 576.03 FEET; THENCE NORTH 89°53'19" WEST, 101.35 FEET (THE LAST THREE COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID N.W. 40TH STREET); THENCE NORTH 01°18'34" WEST, 524.20 FEET; THENCE SOUTH 88°41'26" WEST, 500.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE NORTH 01°18'34" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 1264.04 FEET; THENCE NORTH 02°11'17" EAST, 180.45 FEET; THENCE NORTH 01°18'34" WEST, 339.87 FEET TO THE POINT OF BEGINNING.

GAA\02-051-FF2
DATE: January 12, 2004

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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 May 18, 2004
DATED at West Palm Beach, FL on 5-28-04
DOROTHY H. WILKEN, Clerk.
By: Dick C. Harkness D.C.



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Palm Beach County and City of Boca Raton
 Blue Lake Scrub
 FCT Project #02-051-PF2
 Date: January 7, 2004

GRANT AWARD CALCULATION

TOTAL PROJECT COSTS

| | | |
|----------------------------|------------|---------------------|
| Land Purchase Price | | \$11,558,744.33 (1) |
| Acquisition Expenses | | |
| Appraisals | \$6,105.00 | |
| Appraisal Review | \$1,984.50 | |
| Environmental Audit | \$2,400.00 | |
| Total Acquisition Expenses | | \$ 10,489.50 (2) |
| Total Project Costs | | \$11,569,233.83 |

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

| | | |
|-------------------------------|----------------|---------------------|
| <u>FCT Award Computation</u> | | |
| Share of Purchase Price | \$5,779,372.16 | |
| Share of Acquisition Expenses | 5,244.75 | |
| Total Share of Project Costs | | \$ 5,784,616.91 (3) |
| <u>CITY AND COUNTY</u> | | |
| Share of Purchase Price | \$5,779,372.17 | |
| Share of Acquisition Expenses | 5,244.75 | |
| Total Share of Project Costs | | \$ 5,784,616.92 |
| Total Project Costs | | \$11,569,233.83 |

COMPUTATION OF PREPAIDS, REIMBURSEMENTS AND ADDITIONAL COSTS

FLORIDA COMMUNITIES TRUST

| | | |
|----------------------------------|----------------|----------------|
| <u>FCT Prepaid Project Costs</u> | | |
| Appraisal Review | \$1,984.50 | |
| Total Prepaid Costs | \$1,984.50 | |
| <u>FCT Amount Due</u> | | |
| Share of Total Project Costs | \$5,784,616.91 | |
| Less Total Prepaid Costs | 1,984.50 | |
| Total Amount Due from FCT | | \$5,782,632.41 |

CITY AND COUNTY

| | | |
|--|-----------------|--|
| <u>City AND County Prepaid Project Costs</u> | | |
| Land Purchase Price | \$11,558,744.33 | |
| Appraisals | \$ 6,105.00 | |
| Survey (in-house) | 000 | |
| Environmental Audit | \$ 2,400.00 | |
| Total Prepaid Costs | \$11,567,249.33 | |

Palm Beach County and City of Boca Raton
Blue Lake Scrub
PCT Project #02-051-PF2
Date: January 7, 2004
Page 2

City and County Amount Due

| | |
|--|------------------------|
| City and County Share of Total Project Costs | \$ 5,784,616.92 |
| Less City and County) Prepaids | <u>\$11,567,249.33</u> |

Total Amount Due To City and County
\$5,782,632.41

City and County Additional Costs
Record Grant Award Agreement \$55.50 (4)
Total Additional Costs \$55.50

Notes:

- (1) Maximum approved purchase price is \$15,000,000.00 pursuant to memorandum dated August 15, 2003, from Mark F. Zegel, MAI, SRA to Janice Browning. The County acquired the property on July 29, 2002 at a price of \$11,558,744.33.
- (2) Pursuant to the terms of the sale and purchase agreement, the seller paid the costs of title insurance.
- (3) Pursuant to the terms of the Conceptual Approval Agreement, the amount of the grant shall be the lesser of \$5,786,000.00 or 50% of the total project costs.
- (4) Disbursed to Clerk of the Court, Palm Beach County, at time of reimbursement from FCT.

The foregoing calculation of grant award and total project costs is hereby approved by the undersigned.

PALM BEACH COUNTY

By: Richard E. Walesky

Print Name: Richard E. Walesky

Title: Director, Department of Env. Res. Management

Date: Feb 5, 2004

Approved as to Form and Legality:

By: [Signature]
Print Name: Heidi Juhl

FLORIDA COMMUNITIES TRUST

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

Approved as to Form and Legality:
By: [Signature]
Kristen L. Coons Trust Counsel

CITY OF BOCA RATON

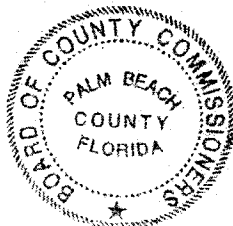
By: [Signature]

Print Name: Steven L. Abrams

Title: Mayor

Date: 2/2/04

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 May 18, 2004
DATED at West Palm Beach, FL on 5-18-04
DOROTHY H. WILKEN, Clerk
By: [Signature] D.C.



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