

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

Meeting Date: September 9, 2008 (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:**

A) receive and file a Declaration of Restrictive Covenants No.07-010-FF7 and Grant Award Calculation statement (GAC) awarding a net of \$6,595,500 from the Florida Communities Trust (FCT) reimbursing a portion of the Cypress Creek Natural Area Phase III acquisition costs; and

B) approve a Budget Amendment of \$6,595,500 in the Natural Areas Fund to recognize the receipt of a reimbursement grant from the Florida Communities Trust (FCT) for property purchased as part of the Cypress Creek Natural Area.

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. 3L-10 on November 21, 2006 (R2006-2485), pursuant to PPM No. CW-O-051. The budget amendment of \$6,595,500 will recognize grant proceeds from FCT for property originally purchased in FY2007. A Grant Contract with FCT was approved December 18, 2007 (R2007-2280) to receive Florida Forever Revenue Bond proceeds, partially covering acquisition expenses for the Cypress Creek Natural Area Phase III property for an amount that is the lesser of 50% of the total approved project costs or \$6,600,000. District 1 (SF)

Background and Justification: On December 18, 2007 (R2007-2280) the BCC approved a grant contract with the FCT to receive a grant not to exceed \$6,600,000. The final amount approved was \$6,595,500 as a reimbursement of natural areas property purchased in FY2007. The proceeds will be used to offset the cost of managing the County's natural areas.

Attachments:

1. Declaration of Restrictive Covenants
2. Grant Award Calculation
3. Budget Amendment (1226)

Recommended by:

Richard E. Walzby
Department Director

8/14/08
Date

Approved by:

Charles W. ...
County Administrator

8/21/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditure	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(6,595,500)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(6,595,500)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

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

B. Recommended Sources of Funds/Summary of Fiscal Impact

Florida Communities Trust \$6,595,500

C. Department Fiscal Review: *SP*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Atwillhite 8-22-08 *Joe J. Jacobs 8/25/08*
 OFMB *for 8/21/08* *on 8/21/08* Contract Administrator *2.000 8/25/08*

B. Legal Sufficiency:

Maureen Fogarty
 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

FLORIDA COMMUNITIES TRUST
FF7 AWARD #07-010-FF7
FCT Contract #08-CT-C1-07-F7-J1-010
CYPRESS CREEK NATURAL AREA PHASE III

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 PALM BEACH COUNTY, a political subdivision 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 ERM
2300 N. Jog Rd, 4th Floor
West Palm Beach, FL 33411
ATTN: Rich Wlesky

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 IV. 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. The following recreational facilities including a shade shelter and wildlife observation platform 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, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and Palm Beach County.
3. Interpretive kiosks shall be provided on the project site to educate visitors about the area's natural resources.
4. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
5. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

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6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
 7. The project site shall be managed as an addition to the Cypress Creek Natural Area.
 8. A significant portion of the upland area on the project site shall be planted with native vegetation.
 9. A significant portion of the wetland area on the project site shall be planted with native vegetation.
 10. The development and management of the project site shall be coordinated with agencies managing multi-jurisdictional recreational trails Palm Beach County to ensure the project site is managed as part of a linked land-based trail system.
 11. The project site shall be protected and managed as part of the Northeast Everglades Natural Area Greenway.
 12. 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.
 13. A feral animal removal program shall be developed and implemented for the project site.
 14. 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 Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.
 15. A nature trail of at least ¼ mile shall be provided on the project site.

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 governmental agency or 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 paragraph III.1. 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:

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.

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:

[Signature]
Print Name: Allison Sauer

[Signature]
Print Name: BENJAMIN STUTZ

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]

Date: 7/14/08

Approved as to Form and Legality:

By: [Signature]
Print Name: Shannon FOX

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of July, 2008, by Richard E. Walesky on behalf of the Local Government, and who is personally known to me.



[Signature]
Notary Public
Print Name: MARILYN COPPOLA
Commission No. DD578266
My Commission Expires: 11-19-10

Witness:

Gayle A. Brett
Print Name: Gayle A. Brett

John T. Sney
Print Name: John T. Sney

FLORIDA COMMUNITIES TRUST

By: Debbie Wonsch
Janice Browning, Director, Division of
Housing and Community Development
Debbie Wonsch, omc II
Date: 7/24/08

Approved as to Form and Legality:
By: Leslie O. Anderson-Adams
for Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of July,
2008, by Debbie Wonsch, Director, Division of Housing and Community Development. She is
personally known to me.

Gayle A. Brett
Notary Public

Print Name: _____
Commission No. _____
My Commission Expires _____

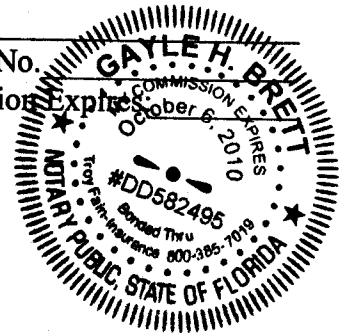


EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE N 89°33'57" E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 80.00 FEET TO A POINT ON A LINE LYING 80.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 35; THENCE S 00°39'17" W ALONG SAID PARALLEL LINE, A DISTANCE OF 2588.09 FEET TO A LINE LYING 43.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING; THENCE CONTINUE S 00°39'17" W ALONG SAID PARALLEL LINE, A DISTANCE OF 2512.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (S.R. 706) AS DESCRIBED IN DEED BOOK 979, PAGE 621, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S 89°56'53" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2618.68 FEET TO THE NORTH/SOUTH QUARTER SECTION LINE OF SECTION 35 ALSO BEING THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY LYING BETWEEN TRACT 20 AND 21 BOTH ACCORDING TO THE PLAT OF PHILO FARMS, RECORDED IN PLAT BOOK 3, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 00°00'42" E ALONG SAID QUARTER SECTION LINE AND CENTERLINE, A DISTANCE OF 2383.10 FEET TO A LINE LYING 63.00 FEET SOUTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTERLINE OF OLD INDIAN TOWN ROAD AS SHOWN ON PALM BEACH COUNTY DRAWING NO. S-1-03-1894 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER; THENCE N 61°53'13" W ALONG SAID PARALLEL LINE AND IT'S NORTHERLY PROLONGATION, A DISTANCE OF 286.10 FEET TO SAID LINE LYING 43.00 FEET NORTH OF SAID EAST/WEST QUARTER SECTION LINE; THENCE S 89°55'07" W ALONG SAID PARALLEL LINE, A DISTANCE OF 2338.13 FEET TO SAID LINE LYING 80.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

Att #2

Local Government Name: PALM BEACH COUNTY
Project Name: CYPRESS CREEK NATURAL AREA PRESERVE III
FCT Project #: 07-010-FF7
Date: 8-Jul-08

GRANT AWARD CALCULATION STATEMENT

TOTAL PROJECT COSTS

Land Purchase Price			
Purchase Price	16,109,280.00	(1)	
Total Land Purchase Price			<u>16,109,280.00</u>
Acquisition Expenses			
Appraisal Review	4,500.00		
Appraisals	7,350.00		
Environmental Audit	3,100.00		
Total Acquisition Expenses			<u>14,950.00</u>
Total Project Costs			<u>\$ 16,124,230.00</u>

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation (49.95%)			
Share of Purchase Price	\$ 6,593,400.00		
Share of Acquisition Expenses	<u>6,600.00</u>		
Total Share of Project Costs			<u>\$ 6,600,000.00</u>
County Award Computation			
Share of Purchase Price	\$9,515,880.00		
Share of Acquisition Expenses	<u>\$8,350.00</u>		
Total Share of Project Costs			<u>\$9,524,230.00</u>
Total Project Costs			<u>\$ 16,124,230.00</u>

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

FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs			
Project Costs	<u>4,500.00</u>		
Total Prepaid Costs	4,500.00		
FCT Amount Due at Closing			
Share of Total Project Costs		\$ 6,600,000.00	
Less Total Prepaid Costs		<u>4,500.00</u>	
Total Amount Due From FCT			<u>\$ 6,595,500.00</u>

Local Government Name: PALM BEACH COUNTY
 Project Name: CYPRESS CREEK NATURAL AREA PRESERVE III
 FCT Project #: 07-010-FF7
 Date: 8-Jul-08
 Page 2

PALM BEACH COUNTY

Prepaid Costs

Purchase Price	16,109,280.00
Appraisals	7,350.00
Environmental Audit	3,100.00
Total Prepaid Costs	16,119,730.00

County Amount Due

Share of Total Project Costs	\$9,524,230.00
Less Total Prepaid Costs	<u>\$16,119,730.00</u>
Amount Due To County	(\$6,595,500.00)

County Additional Costs

Record Declaration of Restrictive Covenants	\$ 129.50 (2)
Total Additional Costs	129.50

Notes:

- (1) Pursuant to a memo dated June 26, 2008 from Caroline Sutton to Kristen Coons, the Maximum Approved Purchase Price for the parcel is \$13,200,000.00.
 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. For this project, FCT's participation is based upon the MAPP. According to the Grant Contract and addendums, the amount of the grant shall not exceed the lesser of \$6,600,000.00 or 49.95% of the final total project costs.
- (2) Disbursed to Clerk of the Court, Palm Beach County, for the recording of the Declaration.

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

PALM BEACH COUNTY

By: Richard E. Walsky
 Print Name: Richard Walsky
 Title: Director
 Date: 7/17/08

FLORIDA COMMUNITIES TRUST

By: Ken Reedy for:
 Janice Browning, Division Director
 Housing and Community Development
 Date: 7-17-08

2008 - 1331

BGEX - 380 - 0807080000000003241

BGRV - 380- 0807080000000000666

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
					8/7/2008		
<u>REVENUES</u>							
380-3162 - Natural Areas Manager 3403 - State Grant Capital-Phy Environ	0	0	6,595,500	0	6,595,500		
TOTAL RECEIPTS & BALANCES	48,617,734	53,703,043	6,595,500	0	60,298,543		
<u>EXPENDITURES</u>							
380-3195 Reserve-Natural Areas Stw 9909-Res-Improvement Progm	2,489,200	460,661	6,595,500	0	7,056,161	0	7,056,161
TOTAL APPROPRIATIONS & EXPENDITURES	48,617,734	53,703,043	6,595,500	0	60,298,543		

Amendment #3

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Wolub 8/13/08
atwillhite 8.22.08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF
September 9, 2008
Deputy Clerk to the
Board of County Commissioners

R 8/21/08