

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 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) approve an Amended and Restated Management and Maintenance Agreement (the "Agreement") with Bridgewater Ventures, LLC, a Florida limited liability company ("Bridgewater") with the agreement and consent of the Bridgewater Preserve Homeowners' Association, Inc. ("Bridgewater Preserve Homeowners' Association"), a Florida not-for-profit corporation; the Town of Jupiter ("Town"); Lennar Homes, LLC ("Lennar"), a Florida limited liability company; and Rialto Community Association, Inc. ("Rialto Community Association"), a Florida not-for-profit corporation, for a wildlife/greenway corridor between Jonathan Dickinson State Park and the North Jupiter Flatwoods Natural Area (the "Natural Area") to be managed by the County's Department of Environmental Resources Management (ERM) as part of the Natural Area after completion of planting and plant survivability requirements to be met by Lennar;

B) accept a special warranty deed for the conveyance of a 7.96-acre preserve parcel from the Town to be added to the Natural Area as part of the wildlife/greenway corridor, subject to satisfactory completion of County due diligence;

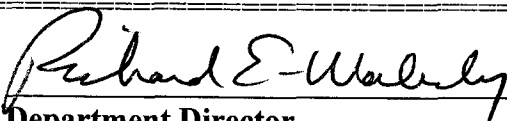
C) accept a donation of \$125,000 from Lennar for the long-term maintenance and management of the wildlife/greenway corridor, to be made in four equal payments of \$31,250 over a period of up to five years; and


D) approve a budget amendment for \$125,000 in the Natural Areas Stewardship Endowment Fund.

Summary: In 2002 the Town approved the site plan for a planned unit development (PUD) known as Jupiter Isles. The applicant, Schickedanz Capital Group ("SCG"), subsequently (Continued on Page 3.)

Attachments:

- 1. Management and Maintenance Agreement
- 2. Deed
- 3. Budget Amendment

Recommended by:  11/3/08
Department Director Date

Approved by:  11/14/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013*
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	< <u>\$62,500</u> >	< <u>\$31,250</u> >	_____	_____	< <u>\$31,250</u> >
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	< <u>\$62,500</u> >	< <u>\$31,250</u> >	_____	_____	< <u>\$31,250</u> >
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget? Yes _____ No <input checked="" type="checkbox"/>					
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The County will receive a 7.96-acre preserve tract and \$125,000 to be placed in the Natural Areas Stewardship Endowment Fund to generate revenues for the long-term management of the wildlife/greenway corridor. Four equal payments of \$31,250 will be made – two in FY 2009, one in FY 2010, and one on the date that the Town provides a written Notice of Satisfaction for the survivability of the vegetation plantings. The final payment could occur as late as FY 2013.

*Last payment of \$31,250 may occur as late as FY 2013.

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

Atwell/hta 11-6-08 *[Signature]* *11/10/08*
 OFMB *11/10/08* *11/14/08* Contract Development and Control
 11/10/08

B. Legal Sufficiency: This Contract complies with our contract review requirements.

Maureen J. [Signature] *11/13/08*
 Assistant County Attorney

At the time of COC's review, the contract was not executed by the Town of Jupiter.

C. Other Department Review:

 Department Director

(Continued from Page 1):

Summary (concluded): conveyed the property to GMAC Model Home Finance, Inc., which then conveyed it to Lennar. Lennar assumed the obligations of SCG, applied to the Town for amendments to the site plan, and then entered into litigation with the Town. A settlement agreement was reached in December 2006 and the PUD was amended to include an adjacent development known as Loxahatchee Reserve, also owned by Lennar. The former Jupiter Isles tract was renamed Loxahatchee Reserve North and the former Loxahatchee Reserve tract was renamed Loxahatchee Reserve South. The combined development is now known as Rialto. As part of the settlement, Lennar was required to preserve a 135-foot-wide strip on the northern boundary of the development as an addition to the existing wildlife/greenway corridor, plant the entire corridor with fire-resistant native vegetation, and dedicate the 135-foot-wide strip to the Town by plat. Lennar later provided a quit-claim deed for that property to the Town. The Town intends to convey the property to the County to be managed in concert with two adjacent corridor strips already managed by the County as part of the Natural Area. District 1 (SF/JMB)

Background and Justification: The main portion of the Natural Area is located on the east side of Island Way in the Town of Jupiter, approximately one mile north of Indiantown Road and just north of Jupiter Community Park. Palm Beach County purchased the 130.92-acre main portion of the site in 2000 from Watermark Communities, Inc. with funds from the 1999 Land Acquisition Program for Conservation Purposes bond referendum. The wildlife/greenway corridor area was included as part of the Natural Area in the list of sites recommended for acquisition with funds from the referendum. However, neither the owners of the potential corridor property at that time nor the subsequent owner, SCG, were willing to sell a corridor strip to the County.

As part of the site plan approval for the Jupiter Isles PUD, the Town required SCG to preserve a 100-foot-wide, 5.91-acre strip on the Martin County side of the Palm Beach County-Martin County line and to provide an opportunity for Palm Beach County to purchase a similar 100-foot-wide strip on the Palm Beach County side of the county line. The County purchased the 5.91-acre wildlife/greenway corridor strip in Palm Beach County from SCG in October 2004. Under the Management and Maintenance Agreement ("MMA") for Wildlife Corridor that was approved by the Board on October 5, 2004 (3H-11), both strips will be managed by the County as part of the Natural Area after the planting of the strips is completed and plant survivability requirements are met. The County's entrance into the MMA was a condition of the County's purchase of the strip in Palm Beach County. At closing, the County entered into the MMA for the wildlife/greenway corridor with a third-party beneficiary, 20.04 LLC, a Florida limited liability company, which owned the strip in Martin County. The MMA authorized the County to manage the corridor in perpetuity in Palm Beach County, and for a minimum of 20 years in Martin County. 20.04 LLC subsequently conveyed its property in Martin County containing the corridor strip to Bridgewater Ventures, LLC.

The Town also required SCG to construct a wildlife crossing structure under Island Way to connect the main portion of the Natural Area to the wildlife corridor, so that animals could travel between the South Florida Water Management District lands along the Loxahatchee River, which are managed by the Florida Department of Environmental Protection as part of Jonathan Dickinson State Park, and the Natural Area. The structure was completed in October 2005.

All three tracts in the wildlife/greenway corridor are undeveloped former agricultural lands that have now been cleared for development. With the acquisition of the 135-foot-wide property from the Town, the total width of the corridor will be 335 feet, which is close to the 400 feet originally sought from the original owner of the Jupiter Isles site by the County prior to the proposed development of the property. The original MMA has been amended and restated due to the addition of the third strip to the corridor; the changes in ownership for all three portions of the corridor; the changes related to planting of the corridor and establishment of the plantings; and the changes related to the management funding donation required of Lennar by the Town.

Lennar will provide the \$125,000 donation for long-term maintenance and management of the corridor in four equal payments of \$31,250 each. One payment will be made upon execution of the Amended Management and Maintenance Agreement, the second within six months of the

first payment, the third within six months of the second payment, and the fourth and final on the date the Town provides Lennar with a written Notice of Satisfaction regarding the survivability of the planted vegetation. This date is anticipated to be on or before the expiration of the five-year time requirement set by the Town for the survivability of the planted material. Planting of the corridor is expected to be completed in the near future; therefore, the last payment should be made by the year 2013. These funds will be placed into the Natural Areas Stewardship Endowment Fund, and only the interest will be used for ongoing management and maintenance of the wildlife/greenway corridor as part of the Natural Area.

Acceptance of the donations will be subject to the County's satisfactory completion of due diligence. Although the donation of the land is being done by a municipality and not a developer or homeowners' association, the donation meets all of the criteria of the County's Policy for the Acceptance of Conservation Lands approved by the Board on July 11, 2006 (7C-1). The 7.96-acre preserve parcel will be deeded in fee simple via a Special Warranty Deed. Lennar has provided an environmental site assessment (ESA), and will provide a title insurance policy and pay for all recording and transfer costs associated with the deed and the easement. Although the ESA does not meet current ASTM criteria and is almost five years old, site conditions remain essentially unchanged from the date of report preparation, and staff has determined that a new Phase I ESA is not warranted. ERM staff will inspect the site shortly before the closing to make sure that there are no environmental concerns regarding this acquisition.

Acceptance of the land donation will provide an exceptional benefit to the Natural Area by widening the corridor through which wildlife can travel between Jonathan Dickinson State Park and the Natural Area. It also will provide a buffer to the current corridor from the Rialto development. The relocation of the walking path for residents to the southern third of the corridor will reduce disturbance to wildlife using the wildlife crossing structure. Public access to the corridor will be provided from several points in the Rialto development for residents and from the sidewalk on the west side of Island Way to the walking path within the corridor for the general public. If the donation is approved, the addition will be incorporated into the Natural Area and managed by the County as part of that site.

The additional acreage will not require additional measurable County staff time or costs for maintenance, which can be done at the same time as maintenance of the other two corridor strips. Reconfiguration of the corridor as a result of the addition of this parcel will allow the maintenance of a 15-foot-wide cleared strip on the southern boundary of the wildlife/greenway corridor that will serve as a management access and firebreak and will enable wildfire suppression equipment and personnel to access the portion of Jonathan Dickinson State Park adjacent to the development.

**AMENDED AND RESTATED MANAGEMENT AND MAINTENANCE AGREEMENT
FOR WILDLIFE / GREENWAY CORRIDOR**

THIS AMENDED AND RESTATED MANAGEMENT AND MAINTENANCE AGREEMENT FOR WILDLIFE/GREENWAY CORRIDOR (this "**Agreement**") is made and entered into as of the _____ day of _____, 2008 (the "**Effective Date**") by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("**County**"); the TOWN OF JUPITER, a municipal corporation of the State of Florida (the "**Town**"); Bridgewater Ventures, LLC, a Florida limited liability company ("**Bridgewater**"), with the agreement and consent of BRIDGEWATER PRESERVE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("**Bridgewater Preserve Homeowners' Association**"), LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**"), and RIALTO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, f/k/a Loxahatchee Reserve Property Owners Association, Inc., a Florida not-for-profit corporation, f/k/a Alhambra Community Association, Inc., a Florida not-for-profit corporation and the surviving entity from the merger of Alhambra Community Association, Inc., and Jupiter Isles Community Association, Inc. ("**Rialto Community Association**"), hereinafter referred to collectively as the parties.

R E C I T A L S :

A. Pursuant to a special warranty deed dated June 27, 2003 and recorded in the Official Records Book 1785, Page 546, of the Public Records of Martin County, Florida, a perpetual restriction over the south one hundred feet (100') of the west half of Section 28, Township 40 South, Range 42 East, Martin County, established the Martin County Wildlife/Greenway Corridor (the "**MC Wildlife/Greenway Corridor**"), which was later clarified and partially released in a Clarification and Partial Release of Deed Restrictions dated October 8, 2004 (Official Records Book 01946, Page 1776, of the Public Records of Martin County, Florida).

B. Bridgewater is the current owner of the MC Wildlife/Greenway Corridor (see warranty deed recorded in Official Records Book 01951, Page 0632 of the Public Records of Martin County, Florida).

C. Bridgewater Preserve Homeowners' Association is responsible for the administration of the community known as Bridgewater Preserve, which includes the MC Wildlife/Greenway Corridor (which is more particularly described in **Exhibit A**).

D. Schickedanz Capital Group, LLC, a Florida limited liability company ("**SCG**") was the applicant to the Town under Ordinance No. 26-02 of the Town ("**Ordinance No. 26-02**") for a planned unit development (PUD) known as Jupiter Isles (the "**Jupiter Isles PUD**"). Ordinance No. 26-02 required that SCG make available for purchase by County the 5.91 acres of land measuring approximately one hundred feet (100') wide, lying south of and adjacent to the MC Wildlife/Greenway Corridor, which 5.91 acres of land is legally described as a portion of the northerly one hundred feet (100') of the northwest quarter of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, less the right-of-way for Island Way (the "**PBC North Wildlife/Greenway Corridor**"), which is more particularly described in **Exhibit B**. SCG conveyed the PBC North Wildlife/Greenway Corridor to County via warranty deed dated October 6, 2004 and recorded in Official Record Book 17602, Page 0265, of the Public Records of Palm Beach County, Florida.

E. SCG conveyed the Jupiter Isles property (excluding the PBC North Wildlife/Greenway Corridor) to GMAC Model Home Finance, Inc. via warranty deed recorded in Official Records Book 16028, Page 0671 of the Public Records of Palm Beach County, Florida. GMAC Model Home Finance, Inc. subsequently conveyed the property to Lennar.

F. Lennar, as the successor to SCG and as developer of the Jupiter Isles Property, assumed the obligations of SCG as applicant to Town under Ordinance No. 26-02, as amended by Ordinance 53-03 ("**Ordinance 53-03**") for the Jupiter Isles PUD (more recently known as the "**Loxahatchee Reserve North PUD**"). Town Ordinance 62-06 ("**Ordinance 62-06**") further amended the obligations of the applicant for the Loxahatchee Reserve North PUD to include: (1) preservation of a 135' wildlife/greenway corridor consisting of 7.96 acres of land adjacent to and south of the PBC North Wildlife/Greenway Corridor; (2) planting of the 135' wildlife/greenway

corridor; and (3) dedication of the 135' wildlife/greenway corridor to Town by plat. Ordinance 62-06 also provided that the Loxahatchee Reserve North PUD would be combined with the former Loxahatchee Reserve South PUD into one development to be called Loxahatchee Reserve (now known as "Rialto"). Rialto Community Association is the homeowners' association responsible for the administration of the community known as Rialto, which is located adjacent to and south of the 135' wildlife/greenway corridor dedicated to the Town by plat.

G. The Plat for Loxahatchee Reserve North (a replat of the Jupiter Isles PUD Plats 1, 2 and 3 recorded in Plat Book 109, Page 44 of the Public Records of Palm Beach County, Florida) (the "Plat") dedicates to Town property described as Tract "GW" in the Plat, which is the 135' wildlife/greenway corridor comprising 7.96 acres of land adjacent to and lying south of the PBC North Wildlife/Greenway Corridor (the "PBC South Wildlife/Greenway Corridor" or "Tract GW"), which is more particularly described in Exhibit C.

H. Lennar subsequently transferred ownership of Tract GW to Town via quit-claim deed recorded in Official Records Book 22469, Page 0891 of the Public Records of Palm Beach County, Florida.

I. Town shall convey Tract GW to County via special warranty deed concurrent with the approval and execution of this Agreement by the parties to this Agreement.

J. County will then hold title to all of the PBC North Wildlife/Greenway Corridor and PBC South Wildlife/Greenway Corridor, which are referred to collectively as the "PBC Wildlife/Greenway Corridor".

K. Pursuant to Town Ordinances 26-02, 53-03 and 62-06, Lennar is required to preserve, plant, and maintain, in perpetuity, the PBC Wildlife/Greenway Corridor and the MC Wildlife/Greenway Corridor, which are collectively referred to as the "Wildlife/Greenway Corridor".

L. Lennar has agreed to comply with a planting plan for the Wildlife/Greenway Corridor prepared by Cotleur Hearing, Inc. dated November 19, 2007 (the "Wildlife Corridor Planting Plan"), which is attached hereto as Exhibit D.

M. Bridgewater desires that County maintain and manage the MC Wildlife/Greenway Corridor.

N. Lennar desires that County maintain and manage the PBC Wildlife/Greenway Corridor.

O. County desires to maintain and manage the Wildlife/Greenway Corridor on the terms and conditions set forth in this Agreement.

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:

1. Recitals. The above recitals are true and correct and are incorporated into and form a part of this Agreement.

2. Restatement. This Agreement replaces entirely that certain Management and Maintenance Agreement of Wildlife/Greenway Corridor entered into between County, 20.04, LLC (the predecessor to Bridgewater), Jupiter Isles Community Association, Inc., and SCG dated October 5, 2004.

3. Term of Agreement This Agreement shall continue for a term of twenty (20) years from the Effective Date. This Agreement shall thereafter be automatically renewed on an annual basis from the date of expiration of the original Agreement unless terminated as provided in Section 10 of this Agreement.

6

4. Lennar's Obligations/Expenses.

4.1 Lennar shall, at its sole cost and expense, complete all planting, grading and related work on the Wildlife/Greenway Corridor as provided in the Wildlife Corridor Planting Plan.

4.2 All fill removed from the Wildlife/Greenway Corridor by Lennar during the grading process shall become the sole property of Lennar without further payment to County, Town, Bridgewater, Bridgewater Preserve Homeowners' Association or Rialto Community Association. Lennar agrees that it shall, at Lennar's sole cost and expense, replace the fill removed from the Wildlife/Greenway Corridor with top stripping fill to the preexisting level grade of the Wildlife/Greenway Corridor, as such grade is amended by the Wildlife Corridor Planting Plan.

4.3 Lennar guarantees that eighty percent (80%) of the plants planted pursuant to the Wildlife Corridor Planting Plan shall survive for five (5) years from the date of planting (excepting loss due to hurricanes, fire and other acts of nature or malicious vandalism). The date of planting shall be the date upon which all planting within the Wildlife/Greenway Corridor pursuant to the Wildlife Corridor Planting Plan is completed ("**Date of Planting**"). Lennar has posted a letter of credit with Town which includes an amount to support the guarantee of the survivability of the planted plants. In order to make the aforementioned guarantee, Lennar shall manage and maintain the plantings required by the Wildlife Corridor Planting Plan for the earlier of: (a) the first five (5) years after the date of planting; or (b) until Town and County are satisfied that the plant survivability requirements of Ordinances 53-03 and 62-06 have been met, as demonstrated by a written notice of satisfaction from Town and County ("**Notice of Satisfaction**"). Thereafter, the perpetual management and maintenance of the Wildlife/Greenway Corridor shall be the responsibility of County.

4.4 Lennar shall, at its sole cost and expense, install and maintain a temporary surface irrigation system on the Wildlife/Greenway Corridor until the earlier of the first five (5) years after the Date of Planting or such time as Town and County are satisfied that the plant survivability requirements of Ordinances 53-03 and 62-06 have been met, as demonstrated by the Notice of Satisfaction.

4.5 Lennar will complete all planting and grading required under the Wildlife Corridor Planting Plan simultaneous with the land development of the northern portion of Rialto (a/ka/ Loxahatchee Reserve North and a/k/a Jupiter Isles), provided, however, that such planting and grading shall be performed not later than eighteen (18) months from the Effective Date of this Agreement.

4.6 Lennar shall pay County the sum of One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) ("**Maintenance Fee**") as the sole payment under this Agreement for County to manage and maintain the Wildlife/Greenway Corridor in perpetuity. The Maintenance Fee shall be paid to County in four (4) equal payments in the amount of Thirty-One Thousand Two Hundred and Fifty Dollars and 00/100 (\$31,250.00) (each, a "**Payment**"). The first Payment to County shall be made upon the Effective Date of this Agreement; the second Payment to County shall be made within six (6) months of the first Payment to County; the third Payment to County shall be made within six (6) months of the second Payment to County; and the final Payment to County shall be made on the earlier of five (5) years from the Date of Planting or the date County and Town provide Lennar with a Notice of Satisfaction as provided in sections 4.3 and 4.4 above. The Payments shall be made to County's Natural Areas Stewardship Endowment Fund, a restricted account from which funds may be used by County to provide for management and maintenance of the Wildlife/Greenway Corridor. No additional amounts or payments shall be due to the County from Rialto Community Association or Bridgewater Preserve Homeowners' Association for maintenance and management of the Wildlife/Greenway Corridor.

4.7 Lennar shall pay the following expenses associated with the Town's conveyance of Tract GW to the County:

4.7.1 Documentary stamps required to be affixed to, and the recording of the special warranty deed, if any;

7

4.7.2 All costs and premiums for the owner's title insurance commitment and policy in favor of the County;

4.7.3 All costs necessary to cure title defect(s) or encumbrances of record at the time of conveyance to the County, if any, and to satisfy or release of record all existing mortgages and liens upon Tract GW of record at the time of conveyance to the County; and

4.7.4 All costs for the preparation and completion of a current boundary survey of Tract GW.

5. Bridgewater's Obligations.

5.1 Bridgewater authorizes Lennar and its successors and assigns to enter upon the MC Wildlife/Greenway Corridor for the purpose of completing grading and planting on the MC Wildlife/Greenway Corridor at Lennar's sole expense pursuant to the Wildlife Corridor Planting Plan.

5.2 Bridgewater hereby grants to County, and its agents and contractors, a license and right of entry in, upon, and over the MC Wildlife/Greenway Corridor concurrent with the term of this Agreement to enable County to fulfill its management and maintenance obligations on the MC Wildlife/Greenway Corridor. County's obligations to Bridgewater shall not relieve Lennar of Lennar's plant survivability obligations set forth above.

6. County's Obligations.

6.1 County, by entering into this Agreement, acknowledges that County has reviewed the Wildlife Corridor Planting Plan and accepts such plan and authorizes Lennar, and its successors and assigns, to enter upon the PBC Wildlife/Greenway Corridor for the purposes of performing the grading and completing such planting on the PBC Wildlife/Greenway Corridor at Lennar's sole expense.

6.2 Upon completion of the Wildlife Corridor Planting Plan by Lennar and Lennar's fulfillment of all plant survivability requirements as provided in Sections 4.3 and 4.4 above, County, through its Department of Environmental Resources Management ("ERM"), shall solely and perpetually manage and maintain such plantings on the Wildlife/Greenway Corridor contingent upon County's receipt of the Maintenance Fee payment from Lennar as provided in Section 4.6 of this Agreement.

6.3 County hereby grants to Lennar, and its agents and contractors, a license and right of entry in, upon, and over the PBC Wildlife/Greenway Corridor concurrent with the term of this Agreement to enable Lennar to fulfill its obligations under this Agreement.

6.4 County shall maintain the Wildlife/Greenway Corridor as a wildlife corridor and shall maintain the native, noninvasive vegetation and plantings on such Wildlife/Greenway Corridor in perpetuity. County shall manage the Wildlife/Greenway Corridor as part of the North Jupiter Flatwoods Natural Area and shall include a description of the Wildlife/Greenway Corridor and the management activities to be conducted on the Wildlife/Greenway Corridor in the next revision of the management plan for the North Jupiter Flatwoods Natural Area.

6.5 After responsibility for management and maintenance of the Wildlife/Greenway Corridor passes to County, County shall, upon written request, furnish any party to this Agreement with an annual report within forty-five (45) days of the end of each calendar year of the status of the native vegetation and plantings on the Wildlife/Greenway Corridor.

7. Town's Obligations. Notwithstanding the language of the Plat providing that the Town may assess a maintenance fee over certain property which includes the PBC South Wildlife/Greenway Corridor, the Town shall not impose any fees or assessments referenced in paragraph 13 of the Plat against the County.

8. Rialto Community Association's Obligations. Notwithstanding the maintenance responsibilities set forth in the Plat, maintenance of the 15' access easement lying within the PBC South Wildlife/Greenway Corridor shall be the sole responsibility of County after County assumes maintenance and management responsibility for the Wildlife/Greenway Corridor.



9. Indemnification.

9.1 Lennar and Rialto Community Association shall protect, defend, reimburse, indemnify and hold County and the Town and their agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their respective performance of the terms of this Agreement and due to the acts or the omissions of Lennar and Rialto Community Association.

9.2 Bridgewater and Bridgewater Preserve Homeowners' Association shall protect, defend, reimburse, indemnify and hold County and the Town and their agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their respective performance of the terms of Section 5 of this Agreement and due to the acts or the omissions of Bridgewater and Bridgewater Preserve Homeowners' Association with regard to Section 5 of this Agreement.

9.3 County and the Town acknowledge the waiver of sovereign immunity in tort contained in Section 768.28, Florida Statutes, and acknowledge that such statute permits actions at law against County and Town to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County or Town while acting within the scope of the employee's office or employment under circumstances in which County or Town, if a private person, would be liable under the general laws of this State. To the extent provided in Section 768.28 of the Florida Statutes, as such section may be renumbered from time to time, County and Town respectively assume all risks of and shall be responsible for personal injury, bodily injury and property damage attributable to their negligent acts or omissions and the negligent acts or omissions of County's and Town's respective officers, employees, licensees, invitees, servants and agents. The forgoing indemnification shall not constitute a waiver of sovereign immunity on the part of County or Town beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by any party to indemnify any other party for that party's negligent, willful, or intentional acts or omissions.

9.4 Lennar shall indemnify Bridgewater and its successors and Bridgewater Preserve Homeowners' Association from and against any personal injury or property damage to the drainage facilities and other real or personal property located within the MC Wildlife/Greenway Corridor resulting from Lennar's maintenance, planting, grading and other obligations under this Agreement and due to the acts or omissions of Lennar. This indemnification shall terminate the earlier of five (5) years after the Date of Planting or such time as Town and County are satisfied that the plant survivability requirements of Ordinances 53-03 and 62-06 have been met, as demonstrated by the Notice of Satisfaction.

10. Default. If any party fails to fulfill its obligations under this Agreement in a timely and proper manner, any other party shall give written notice of any deficiency. The party in default shall then have sixty (60) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within such sixty (60) day time period, the non-defaulting party or parties shall have the option to terminate this Agreement at the expiration of the sixty (60) day time period. In addition, and notwithstanding any other provision in this Agreement to the contrary, each party shall be entitled to all remedies that are available to the non-defaulting party under law and/or equity. Notwithstanding the foregoing, from and after the date upon which responsibility for management and maintenance of the Wildlife/Greenway Corridor transfers to County, County shall have no right to terminate this Agreement without the consent of Rialto Community Association and Bridgewater Preserve Homeowners' Association.

11. Notices. All notices, requests, consents, instructions, and communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand-delivered by messenger or nationally-recognized overnight courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses or successors any party may designate by notice complying with the terms of this Section.

9

IF TO COUNTY:

Richard E. Walesky, Director
Palm Beach County Department of Environmental
Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
Phone: 561-233-2400

Copy to: Shannon Fox, Esq.
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Phone: 561-355-2225

IF TO TOWN:

Andrew D. Lukasik, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
Phone: 561-741-2214

Copy to: Thomas J. Baird, Esq.
Town of Jupiter Attorney
11891 U.S. Hwy. 1 Suite 100
North Palm Beach, Fl. 33408
Phone: 561-625-4400

IF TO BRIDGEWATER:

Robert W. Simmons, Jr., Managing Member
Bridgewater Ventures, LLC
1090 Jupiter Park Dr., Suite 101
Jupiter, Florida 33458
Phone: 561-741-1944

Copy to: Michael N. Jonas
Attorney at Law
Fox Rothschild LLP
222 Lakeview Avenue, Suite 700
West Palm Beach, FL 33401
Phone: 561.804.4404

IF TO LENNAR:

Matt Nelson
Lennar Homes, LLC
1013 N. State Road 7
Royal Palm Beach, FL 33411
Phone: 561-209-7509

Copy to: Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131
Phone: 305-960-2216

IF TO BRIDGEWATER
PRESERVE HOMEOWNERS'
ASSOCIATION:

Robert W. Simmons, Jr., President
Bridgewater Preserve Homeowners' Association, Inc.
1090 Jupiter Park Dr., Suite 101
Jupiter, Florida 33458
Phone: 561-741-1944

IF TO RIALTO COMMUNITY
ASSOCIATION:

Sharon Caputo
Rialto Community Association, Inc.
c/o Lennar Homes, LLC
1013 N. State Road 7
Royal Palm Beach, FL 33411
Phone: 561-790-0202

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 parties and such change shall be effective five (5) days following receipt of such written notice. 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. The respective attorneys for parties are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same Agreement.

13. Governing Law; Venue. This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and the parties hereby expressly waive any other venue or jurisdiction.

14. Severability. In the event that any section or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such section or portion of this Agreement shall be stricken from and construed, for all purposes, not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

15. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship.

16. Waiver or Breach. The failure of any party to this Agreement to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

17. Time. Time is of the essence in this Agreement.

18. Captions. The captions provided in this Agreement are provided only for convenience and have no substantive meaning.

19. Amendment. This Agreement may only be amended by an agreement in writing signed by all of the parties to this Agreement, or their respective successors and assigns.

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

21. Attorneys Fees. In the event of litigation or claims arising out of or related to this Agreement, each party shall bear its own costs and fees pretrial and at all levels of proceedings, including appeals.

22. Non-Exclusivity of 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, 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.

23. Records. The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and nonfinancial records and reports directly or indirectly related to the negotiation or performance of this Agreement. 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, although the County shall be required to provide an annual report as provided in Section 6.5 of this Agreement. 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.

24. Police Powers. County cannot, and hereby specifically does not, waive or relinquish any of County's regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the property and interests concerned in this Agreement. Nothing in this Agreement shall be deemed to create an affirmative duty of County 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.

25. Assignment. This Agreement and the obligations provided herein may be assigned by written agreement of the parties hereto.

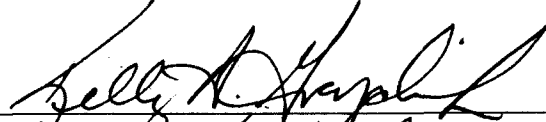
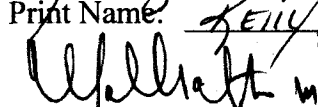
[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

12

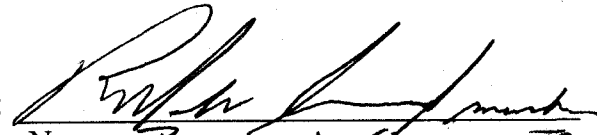
26. Entirety of Agreement. This Agreement represents the entire understanding between the parties to this Agreement, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

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


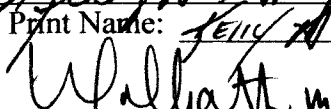
WITNESSES:


Print Name: KELLY A. GORDENOVICH

Print Name: WALTER N. COLBATH III

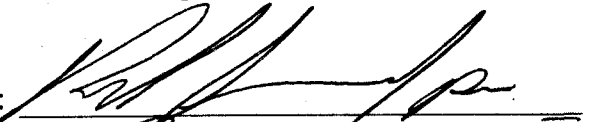
BRIDGEWATER VENTURES, LLC,
a Florida limited liability company

By: 
Name: ROBERT W. SIMMONS JR.
Title: MANAGING MEMBER
Date: SEPTEMBER 3rd, 2008

WITNESSES:


Print Name: KELLY A. GORDENOVICH

Print Name: WALTER N. COLBATH III

**BRIDGEWATER PRESERVE
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: 
Name: ROBERT W. SIMMONS JR.
Title: PRESIDENT
Date: SEPTEMBER 3rd, 2008

WITNESSES:

Print Name: _____

Print Name: _____

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2008

WITNESSES:

Print Name: _____

Print Name: _____

**RIALTO COMMUNITY ASSOCIATION,
INC.,** a Florida not-for-profit corporation, f/k/a
**LOXAHATCHEE RESERVE PROPERTY
OWNERS ASSOCIATION, INC.,** a Florida
not-for-profit corporation, f/k/a **ALHAMBRA
COMMUNITY ASSOCIATION, INC.,** a
Florida not-for-profit corporation and the
surviving entity from the merger of Alhambra
Community Association, Inc., and Jupiter Isles
Community Association, Inc.

By: _____
Name: _____
Title: _____
Date: _____, 2008

[SIGNATURE OF COUNTY AND TOWN APPEARS ON FOLLOWING PAGE]

13

26. Entirety of Agreement. This Agreement represents the entire understanding between the parties to this Agreement, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

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

WITNESSES:

BRIDGEWATER VENTURES, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____, 2008

WITNESSES:

**BRIDGEWATER PRESERVE
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____, 2008

WITNESSES:

LENNAR HOMES, LLC,
a Florida limited liability company

Print Name: MATT NELSON

By: _____

Print Name: CAROLYN K. CORDERO

Name: DAVID M. BASELICE

Title: VICE PRESIDENT

Date: _____, 2008

WITNESSES:

**RIALTO COMMUNITY ASSOCIATION,
INC.,** a Florida not-for-profit corporation, f/k/a
**LOXAHATCHEE RESERVE PROPERTY
OWNERS ASSOCIATION, INC.,** a Florida
not-for-profit corporation, f/k/a **ALHAMBRA
COMMUNITY ASSOCIATION, INC.,** a
Florida not-for-profit corporation and the
surviving entity from the merger of Alhambra
Community Association, Inc., and Jupiter Isles
Community Association, Inc.

Print Name: MATT NELSON

By: Sharon Caputo

Print Name: CAROLYN K. CORDERO

Name: Sharon Caputo

Title: President

Date: 10/21, 2008

[SIGNATURE OF COUNTY AND TOWN APPEARS ON FOLLOWING PAGE]

14

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

Date: _____

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

By: _____

Name: _____

Title: Chair

Date: _____

(SEAL)

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____

Name: Shannon Fox

Title: Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: *Richard E. Walesky*

Name: Richard E. Walesky

Title: Director, Env. Resources Management

ATTEST:

Sally M. Boylan, CMC

By: _____
Town Clerk

Date: _____

TOWN OF JUPITER, FLORIDA

By: _____

Name: Karen J. Golonka

Title: Mayor

Date: _____

(TOWN SEAL)

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____

Name: Tom J. Baird, Esq.

Title: Town Attorney

15

Exhibit A

MC Wildlife/Greenway Corridor

A portion of Lots 1, 2, 3, 4, 5 and Tract "0-1", Bridgewater Preserve, as recorded in Plat Book 16, Page 33, Public Records of Martin County, Florida and being a strip of land being a portion of the southerly 100.00 feet of the southwest quarter (SW ¼) of Section 28, Township 40 South, Range 42 East, Martin County, Florida, as recorded in Official Records Book 1785, Page 546, Public Records of Martin County, Florida.

Exhibit B

PBC North Wildlife/Greenway Corridor

A strip of land being a portion of the northerly 100.00 feet of the northwest quarter (NW ¼) of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, as recorded in Official Records Book 17602, Pages 265 through 267, Public Records of Palm Beach County, Florida.

17

Exhibit C

PBC South Wildlife/Greenway Corridor

A PARCEL OF LAND BEING ALL OF TRACT "GW" (GREENWAY CORRIDOR), AS SHOWN ON THE PLAT OF LOXAHATCHEE RESERVE NORTH, AS RECORDED IN PLAT BOOK 109, PAGES 44 THROUGH 59, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

CONTAINING 7.96 ACRES, MORE OR LESS.

18

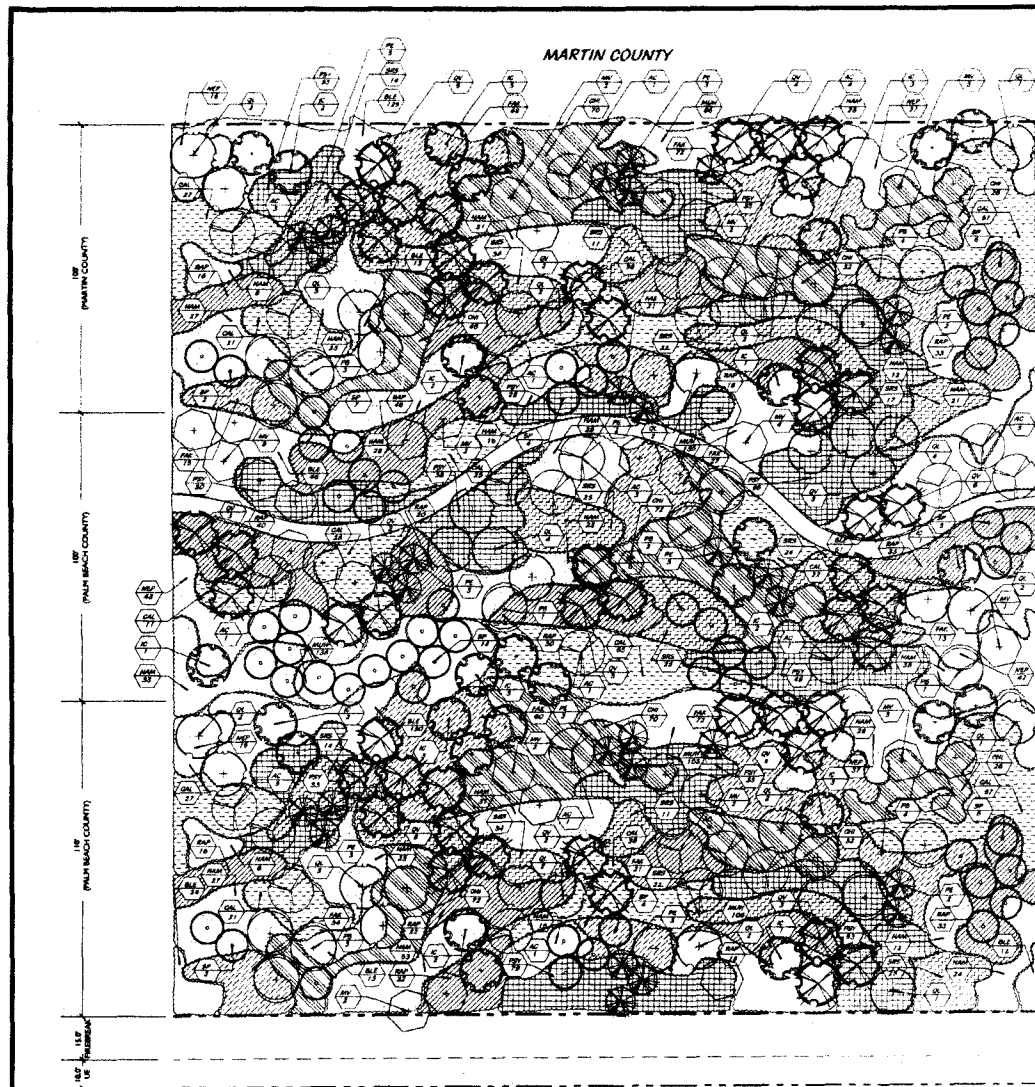
Exhibit D

Wildlife/Greenway Corridor Planting Plan

NOTE: No vegetation or planting, with the exception of ground cover, is to occur within the 10'-wide Island Way Utilities Easement Area.

The Wildlife Corridor Planting Plan is that certain plan prepared by Cotleur & Hearing, Inc. on 2/13/07 and last revised on 11/19/07 and labeled "WILDLIFE CORRIDOR PLANTING PLAN", containing seven (7) sheets.

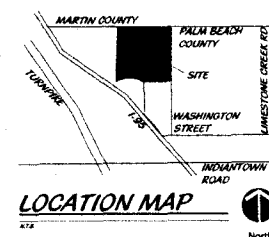
19



TYPICAL 300' SECTION

PLANTLIST

OVERALL CITY	300' SECTION CITY	SYN	BOTANICAL NAME	COMMON NAME	SIZE, SPACING, & REMARKS
237	37	AC	ACER RUBRUM	RED MAPLE	#7, 15' O.C.
24		FA	FICUS ALBA	STRONG FIG	#7, 15' O.C.
242	29	IC	ILEX GLAUCOA	OSAGE HOLLY	#7, 15' O.C.
279	32	MV	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	#7, 10' O.C.
154	20	PB	PERSEA BURKHANA	RED BAY	#7, 10' O.C.
255	29	PF	PINEA ELIOTTI 'DENSA'	FLORIDA SLASH PINE	#7, 10' O.C.
286	35	QL	QUERCUS LAURIFOLIA	LAUREL OAK	#7, 15' O.C.
414	48	QV	QUERCUS VIRGINIANA	LIVE OAK	#7, 15' O.C.
41		TX	TAXODIUM ASCENDENS	POND CYPRESS	#7, 10' O.C.
469	43	SP	SABAL PALMETTO	CABBAGE PALM	#7, 10' O.C.
2353	281	SP	SERENOA REPENS	SAW PALMETTO	#3, 4' O.C.
3369	437	CA	CALLIGDYPA AMERICANA	AMERICAN BEAUTYBERRY	#3, 4' O.C., FULL & THICK
3828	446	CHI	CHRYSOBIANUS SCAD	COCCOPLUM	#3, 4' O.C., FULL & THICK
3172	384	PAK	TRIPSACUM DACTYLOIDES	PANAHATCHEE GRASS	#3, 4' O.C., FULL & THICK
4571	333	HAM	HAMELIA PATENS	FRESH	#3, 4' O.C., FULL & THICK
1640	191	NEP	NEPHROLEPIS EXALTA	WILD BOSTON FERN	#3, 4' O.C., FULL & THICK
4582	345	PSY	PSYCHOTRIA NERVOZA	WILD COFFEE	#3, 4' O.C., FULL & THICK
3287	327	SLP	SARAWA PUNCTATA	MYSSINE	#3, 4' O.C., FULL & THICK
7082	435	BLE	BLECHNUM SERROLIUM	SWAMP FERN	1' O.C., BAREFOOT, FULL & THICK
412		HYM	HYMENOCALLIS LATIFOLIA	SPIDER LILY	#3, 3' O.C., FULL & THICK
4590	348	MUH	MUHLENBERGIA CAPILLARIS	HABGRASS	7' O.C., LINEAR, FULL & THICK



NOTES

PRIOR TO ANY PLANTING, THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.

GRANULAR PRE-EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS.

UNDERSTORY SHRUB/GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.

CONTRACTOR WILL PLANT UNDERSTORY SHRUB/GRASS BEDS IN A MANNER CONDUCTIVE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.

TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.

ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW.

6 MONTHS FOLLOWING PLANTING, THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.

THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING, RECEIVED: 11-22-06

WILDLIFE CORRIDOR PLANTING PLAN



Cotleur Hearing
Landscape Architecture
Planning
Environmental Consulting
Graphic Design
1834 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-8336 Fax-747-1377

RIALTO NORTH
(FORMERLY KNOWN AS LOKAHATCHEE RESERVE NORTH)
BY: LENMAR HOMES
JUPITER, FLORIDA

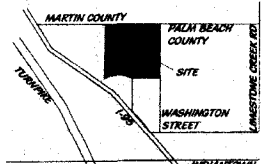
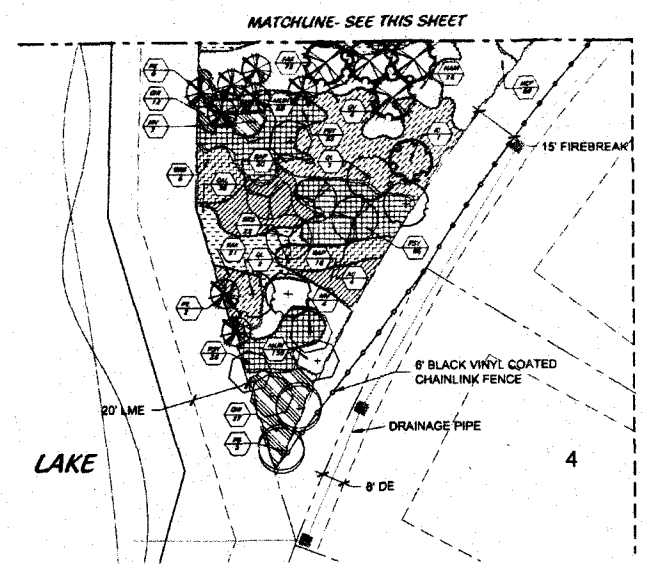
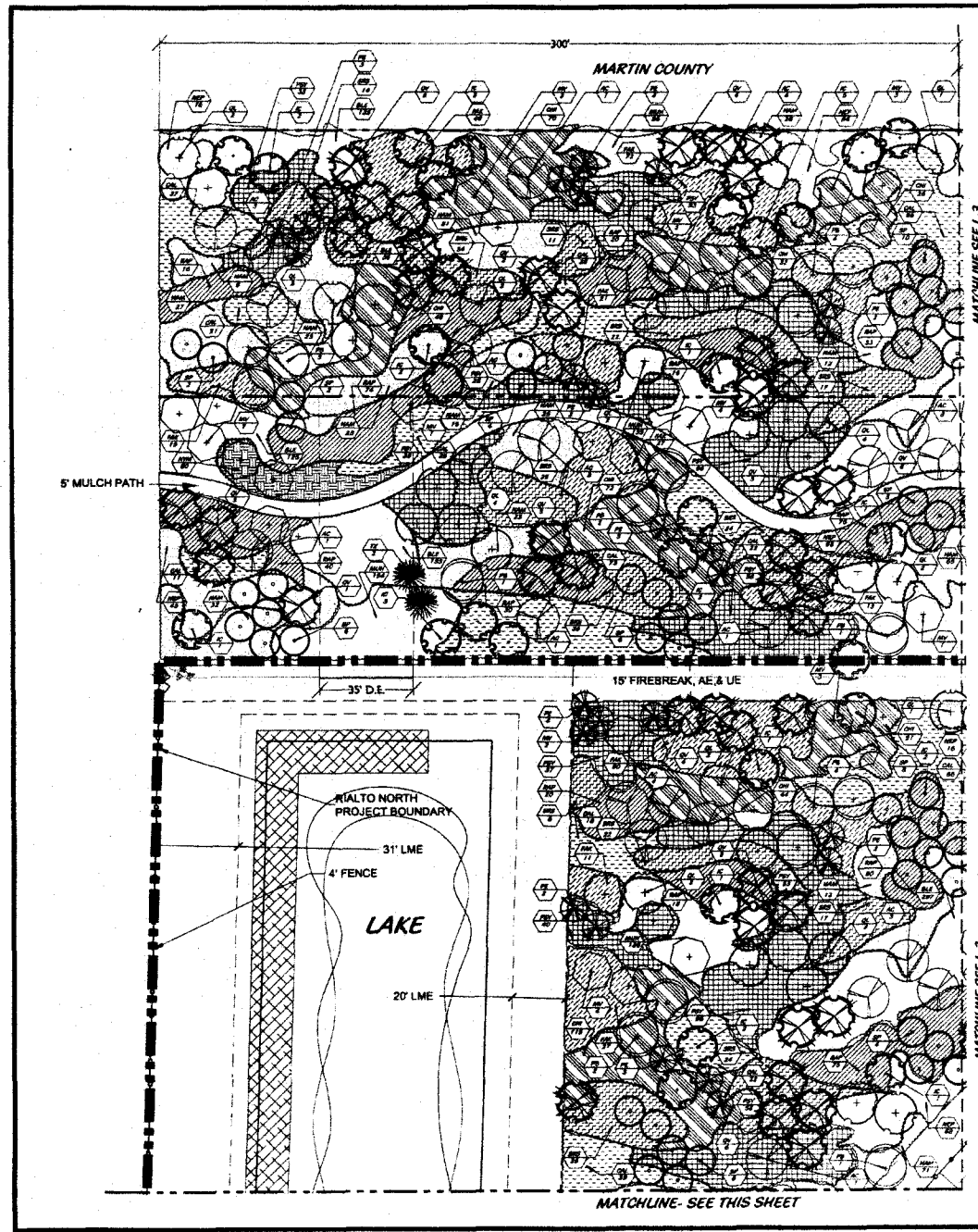
300' GREENWAY SECTION

DESIGNED: JBL
DRAWN: JBL
APPROVED: JBL
JOB NUMBER: 06-0307
DATE: 06-13-07
REVISIONS: 10-24-07
11-18-07

February 13, 2007 2:34:03 PM
Drawing: Ch-06-000-110-100

SHEET L1 OF 7

COTLEUR HEARING INC.
1834 COMMERCE LANE
SUITE 1
JUPITER, FLORIDA 33458
561-747-8336 FAX-747-1377



LOCATION MAP



KEYMAP

NOTES

PRIOR TO ANY PLANTING, THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.

GRANULAR PRE-EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS.

UNDERSTORY SHRUB/ GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.

CONTRACTOR WILL PLANT UNDERSTORY SHRUB/ GRASS BEDS IN A MANNER CONDUCTIVE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.

TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.

ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW.

6 MONTHS FOLLOWING PLANTING, THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.

THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING, RECEIVED: 11-22-06

WILDLIFE CORRIDOR PLANTING PLAN



Scale: 1" = 20'



North



Cotleur Hearing

Landscape Architecture
Planning
Environmental Consulting
Graphic Design

1834 Commerce Lane
Suite 1
Jupiter, Florida 33488
561-747-6536 Fax 561-747-1377

RIALTO NORTH
(FORMERLY KNOWN AS LOXAHATCHEE RESERVE NORTH)
BY LENNAR HOMES
JUPITER, FLORIDA

300' GREENWAY SECTION

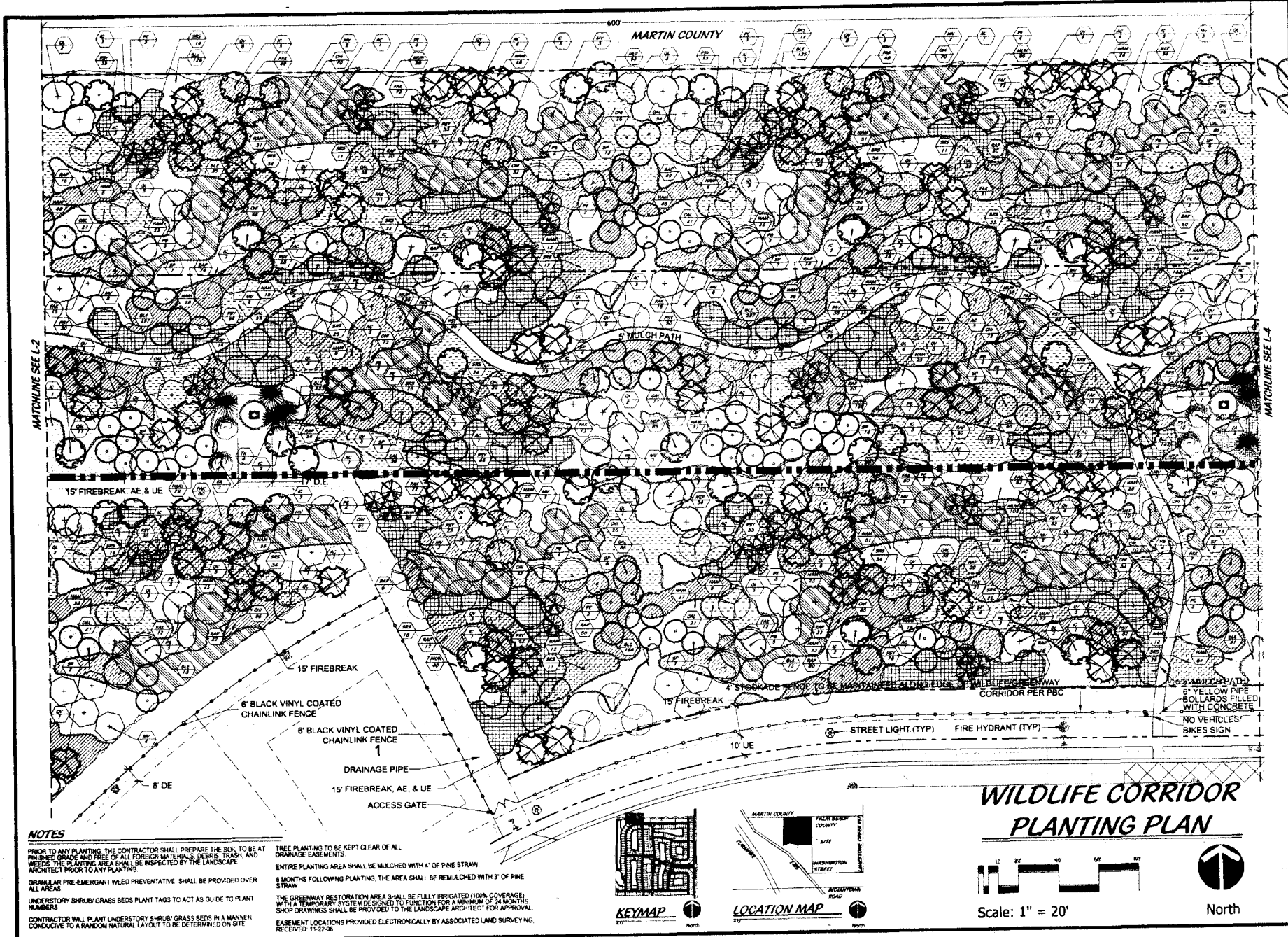
NOV 15 2007

DESIGNED	REB
DRAWN	REB
APPROVED	REB
DATE	02/14/07
REVISIONS	11/28/07

February 13, 2007 3:34:53 PM
Drawing: 01-00 - 201-001-01

SHEET L2 of 7

© COTLEUR HEARING INC.
All rights reserved. No part of this document may be reproduced without the written permission of Cotleur Hearing Inc.



NOTES

PRIOR TO ANY PLANTING THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.

GRAMINAR PRE-EMERGENT WEEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS.

UNDERSTORY SHRUB/ GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.

CONTRACTOR WILL PLANT UNDERSTORY SHRUB/ GRASS BEDS IN A MANNER CONDUCTIVE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.

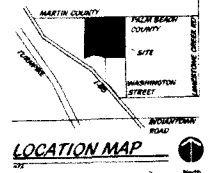
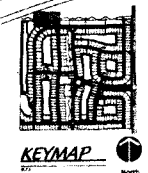
TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.

ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW.

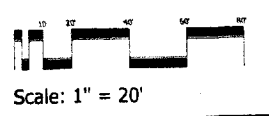
8 MONTHS FOLLOWING PLANTING THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.

THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING. RECEIVED: 11.22.06



**WILDLIFE CORRIDOR
PLANTING PLAN**



**Cotleur
Hearing**
Landscape Architecture
Planning
Environmental Consulting
Graphic Design

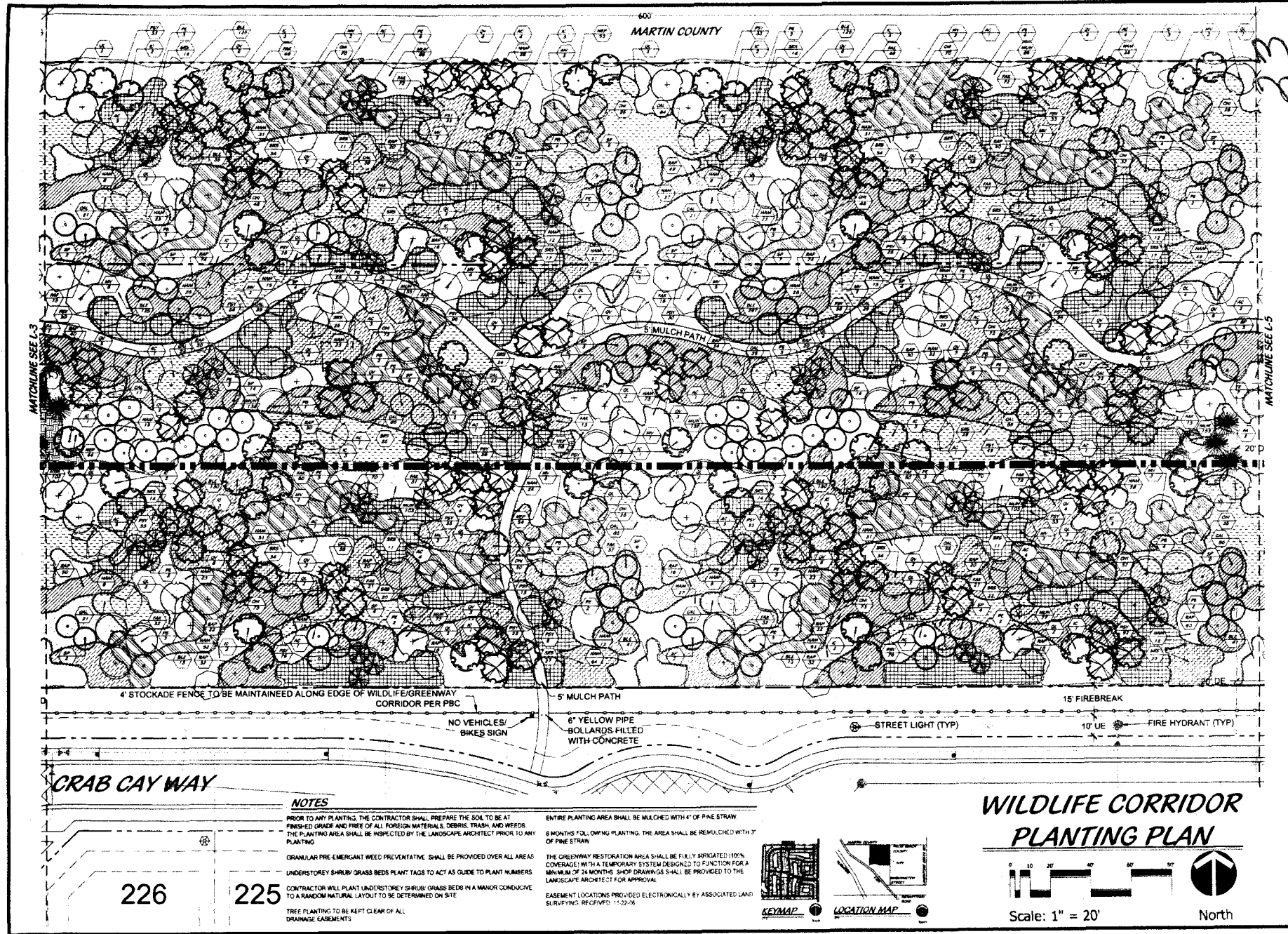
1834 Commerce Lane
Suite 1
Jupiter, Florida 33408
888-747-8338 Fax: 747-1977

RIALTO NORTH
(FORMERLY KNOWN AS LOXAHATCHEE RESERVE NORTH)
BY: LENNAR HOMES
JUPITER, FLORIDA

**300' GREENWAY
SECTION**

DESIGNED	DEB
DRAWN	DEB
APPROVED	DEB
JOB NUMBER	06-0402
DATE	10-26-06
REVISIONS	1.1.06.02

Sheet **L3** of **7**
COTLEUR HEARING, INC.
1834 COMMERCE LANE
SUITE 1
JUPITER, FLORIDA 33408
888-747-8338 FAX: 747-1977



MATCHLINE SEE L-3

MATCHLINE SEE L-5

MARTIN COUNTY

CRAB CAY WAY

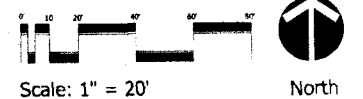
**WILDLIFE CORRIDOR
PLANTING PLAN**

NOTES

- PRIOR TO ANY PLANTING, THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.
- ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW.
- 6 MONTHS FOLLOWING PLANTING, THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.
- GRANULAR PRE-EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS.
- THE GREENWAY RESTORATION AREA SHALL BE FULLY BRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
- UNDERSTOREY SHRUB/ GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.
- EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING RECEIVED 11-22-06.
- CONTRACTOR WILL PLANT UNDERSTOREY SHRUB/ GRASS BEDS IN A MANNER CONDUCTIVE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.
- TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.

226

225

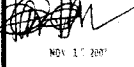


**Cotleur
Hearing**

Landscape Architecture
Planning
Environmental Consulting
Graphic Design
1934 Commerce Lane
Suite 1
Apopka, Florida 32830
561-747-6338 Fax: 747-1377

RIALTO NORTH
(FORMERLY KNOWN AS LOXAHATCHEE RESERVE NORTH)
BY: LEONAR HOMES
JUPITER, FLORIDA

300' GREENWAY SECTION



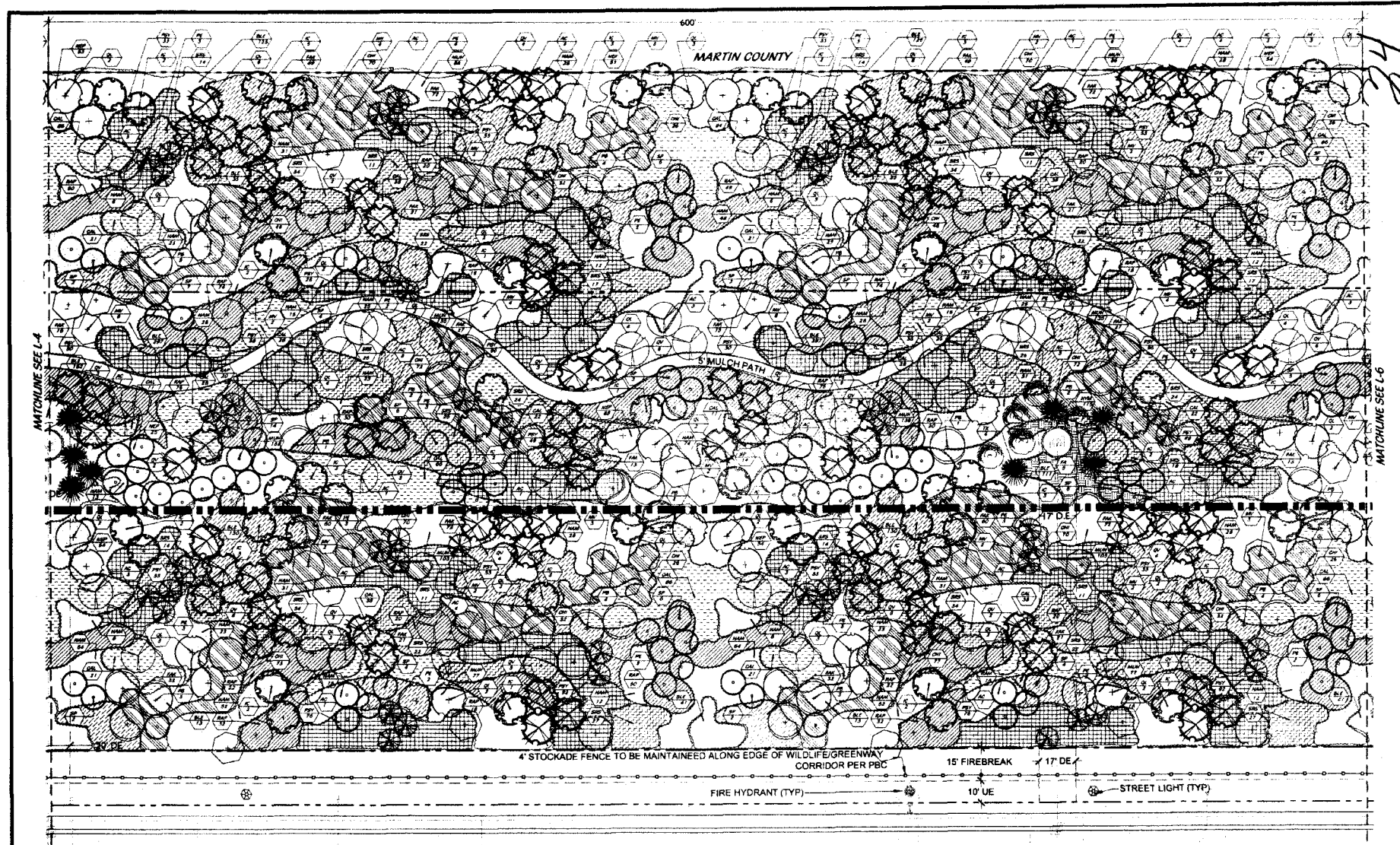
NOV 11 2007

DESIGNED	DML
DRAWN	DML
APPROVED	DML
JOB NUMBER	060322
DATE	02-13-07
REVISION	10-24-07
	11-19-07

February 13, 2007 3:54:53 pm
Drawing 01-06 - 300' GREENWAY SECTION

4 SHEET L4 OF 7

© COTLEUR HEARING INC.
This drawing is the property of Cotleur Hearing Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Cotleur Hearing Inc.



CRAB CAY WAY

221

220

219

NOTES

PRIOR TO ANY PLANTING, THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.

GRANULAR PRE-EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED COVER ALL AREAS.

UNDERSTORY SHRUB/GRASS BEDS TO ACT AS GUIDE TO PLANT NUMBERS.

CONTRACTOR SHALL PLANT UNDERSTORY SHRUB/GRASS BEDS IN A MANNER CONCLUSIVE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.

TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE BASEMENTS.

ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW. 6 MONTHS FOLLOWING PLANTING, THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.

THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING, RECEIVED 11-22-08.



**WILDLIFE CORRIDOR
PLANTING PLAN**



Scale: 1" = 20'



**Cotleur
Hearing**
Landscape Architecture
Planning
Environmental Consulting
Graphic Design
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-8336 Fax: 747-1377

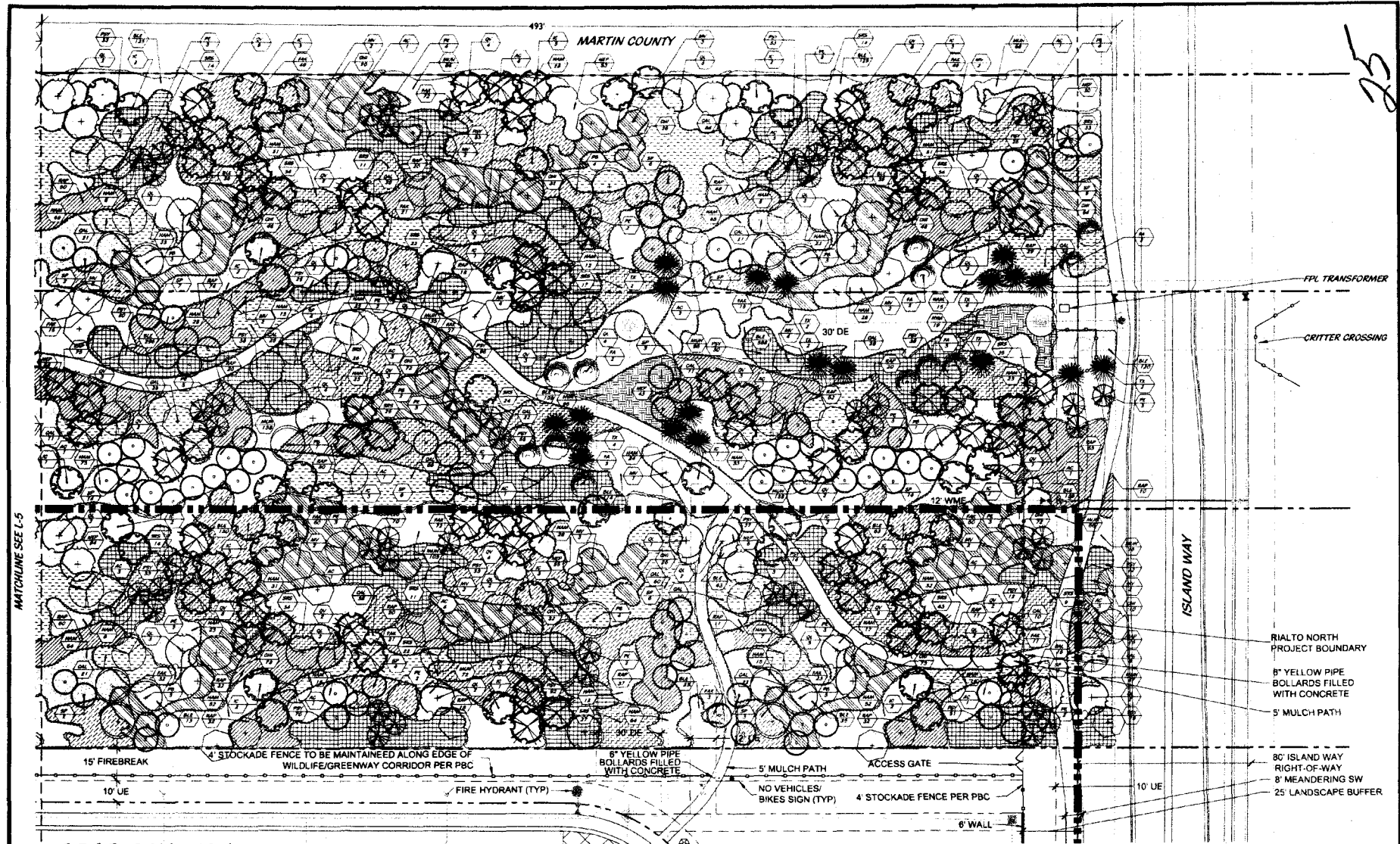
RIALTO NORTH
(FORMERLY KNOWN AS LOXAHATCHEE RESERVE NORTH)
BY: LENNAR HOMES
JUPITER, FLORIDA

300' GREENWAY SECTION

DESIGNED	JKL
DRAWN	JKL
APPROVED	JKL
JOB NUMBER	0803001
DATE	02-13-07
REVISIONS	10-26-07
	11-16-07

February 13, 2007 3:56:03 p.m.
Drawing Created - 300-REV.DWG

SHEET L5 of 7
COTLEUR HEARING INC.
1934 COMMERCE LANE
SUITE 1
JUPITER, FLORIDA 33458
561-747-8336 FAX 747-1377



GRAB CAY WAY

NOTES

PRIOR TO ANY PLANTING THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.

GRANULAR PRE EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS UNDERSTORY SHRUB/ GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.

CONTRACTOR WILL PLANT UNDERSTORY SHRUB/ GRASS BEDS IN A MANNER CONDUCE TO A RANDOM NATURAL LAYOUT TO BE DETERMINED ON SITE.

TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.

ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW 6 MONTHS FOLLOWING PLANTING. THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.

THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATED LAND SURVEYING, RECEIVED: 11/22/04

212 211



WILDLIFE CORRIDOR PLANTING PLAN



Scale: 1" = 20'



Cotleur Hearing
 Landscape Architecture
 Planning
 Environmental Consulting
 Graphic Design
 1934 Commerce Lane
 Suite 1
 Jupiter, Florida 33408
 561-747-6328 Fax: 747-1377

RIALTO NORTH
 (FORMERLY KNOWN AS LOXAHATCHEE RESERVE NORTH)
 BY: LENNAR HOMES
 JUPITER, FLORIDA

300' GREENWAY SECTION
 30' x 15' 200'

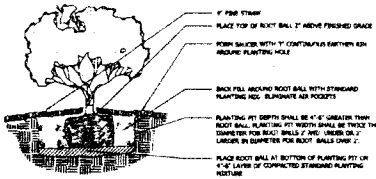
DESIGNED	JBL
DRAWN	MLK
APPROVED	JBL
JOB NUMBER	04-0307
DATE	02-13-02
REVISIONS	10-24-02
	11-14-02

February 13, 2007 3:34:53 p.m.
 Drawing: 04-0307-300-001-001

SHEET L6 OF 7

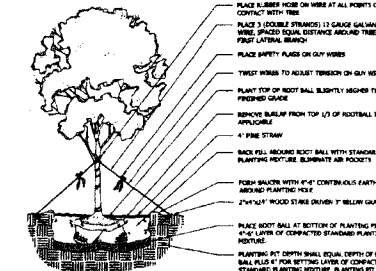
LANDSCAPE SPECIFICATIONS

GENERAL NOTES:
 LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF PLANT MATERIALS AND THE INSTALLATION OF PLANT MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS AND THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS.
 ALL PLANT MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUPPLIED BY THE LANDSCAPE CONTRACTOR.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.



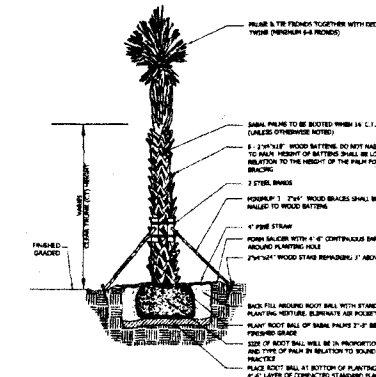
SHRUB/GROUNDCOVER PLANTING DETAIL NTS

GENERAL NOTES:
 LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF PLANT MATERIALS AND THE INSTALLATION OF PLANT MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS AND THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS.
 ALL PLANT MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUPPLIED BY THE LANDSCAPE CONTRACTOR.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.



LARGE TREE PLANTING DETAIL NTS

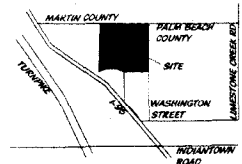
GENERAL NOTES:
 LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF PLANT MATERIALS AND THE INSTALLATION OF PLANT MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS AND THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS.
 ALL PLANT MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUPPLIED BY THE LANDSCAPE CONTRACTOR.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.
 ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS AND THE SPECIFICATIONS.



PALM PLANTING DETAIL NTS

PLANTLIST

OVERALL CITY	SECTION CITY	TYPE	BOTANICAL NAME	COMMON NAME	SIZE, SPACING & REMARKS
237	17	AC	ACER RUBRUM	RED MAPLE	8', 15' O.C.
291	17	FA	FICUS ALIBICA	STRANGLER FIG	8', 15' O.C.
243	29	IC	ILEX CAESIA	DAHON HOLLY	8', 15' O.C.
154	20	MG	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	8', 10' O.C.
295	28	PP	PERSEA BORBONICA	RED BAY	8', 10' O.C.
296	35	OL	QUERCUS LAURIFOLIA	FLORIDA SLASH PINE	8', 10' O.C.
414	48	CV	QUERCUS VIRGINIANA	LAUREL OAK	8', 15' O.C.
41	48	TX	TAXODIUM ASCENDENS	POND CYPRESS	8', 10' O.C.
489	45	SP	SABAL PALMETTO	CABBAGE PALM	8', 10' O.C.
2353	281	SP	SERENOA REPENS	SAW PALMETTO	8', 4' O.C.
3559	437	DR	CALYCARRA AMERICANA	AMERICAN BEAUTYBERRY	8', 4' O.C., FULL & THICK
3828	448	CHI	CHRYSOMALANUS TOCOCO	COCCOPALM	8', 4' O.C., FULL & THICK
3172	384	FAK	TRIPSACUM DACTYLOIDES	FAKAWATHEE GRASS	8', 4' O.C., FULL & THICK
4571	533	HAM	HAMELIA PATENS	FIREBUSH	8', 4' O.C., FULL & THICK
1840	191	NBP	NEPHELOPSIS EXALTA	WILD BOSTON FERN	8', 4' O.C., FULL & THICK
4852	545	PSY	PSYCHOTRIA NERVOSA	WILD COFFEE	8', 4' O.C., FULL & THICK
3587	357	MSP	SAPANEA PUNCTATA	MYSSINE	8', 4' O.C., FULL & THICK
782	425	SP	SILICHIUM SERRULATUM	SWAMP FERN	3' O.C., BAREFOOT, FULL & THICK
412	412	HYM	HYMENOCALLIS LATIFOLIA	SPIDER LILY	8', 2' O.C., FULL & THICK
4980	568	MUH	MULLENBERGIA CAPILLARIS	HAIRGRASS	2' O.C., LINEAR, FULL & THICK



LOCATION MAP

NOTES

PRIOR TO ANY PLANTING, THE CONTRACTOR SHALL PREPARE THE SOIL TO BE AT FINISHED GRADE AND FREE OF ALL FOREIGN MATERIALS, DEBRIS, TRASH, AND WEEDS. THE PLANTING AREA SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING.
 GRANULAR PRE-EMERGENT WEED PREVENTATIVE SHALL BE PROVIDED OVER ALL AREAS.
 UNDERSTORY SHRUB/GRASS BEDS PLANT TAGS TO ACT AS GUIDE TO PLANT NUMBERS.
 CONTRACTOR WILL PLANT UNDERSTORY SHRUB/GRASS BEDS IN A MANNER CONDUCTIVE TO A RANDOM NATURAL LOOK TO BE DETERMINED ON SITE.
 TREE PLANTING TO BE KEPT CLEAR OF ALL DRAINAGE EASEMENTS.
 ENTIRE PLANTING AREA SHALL BE MULCHED WITH 4" OF PINE STRAW.
 8 MONTHS FOLLOWING PLANTING, THE AREA SHALL BE REMULCHED WITH 3" OF PINE STRAW.
 THE GREENWAY RESTORATION AREA SHALL BE FULLY IRRIGATED (100% COVERAGE) WITH A TEMPORARY SYSTEM DESIGNED TO FUNCTION FOR A MINIMUM OF 24 MONTHS. SHOP DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
 EASEMENT LOCATIONS PROVIDED ELECTRONICALLY BY ASSOCIATE LAND SURVEYING, RECEIVED: 11-22-06

WILDLIFE CORRIDOR PLANTING PLAN

Cotleur Hearing
 Landscape Architecture
 Planning
 Environmental Consulting
 Graphic Design
 1934 Commerce Lane
 Suite 1
 Jupiter, Florida 33408
 561-747-6338 Fax: 747-1377

RIALTO NORTH
 (FORMERLY KNOWN AS LOKAHATCHEE RESERVE NORTH)
 BY: LENNAR HOMES
 JUPITER, FLORIDA

300' GREENWAY SECTION
 NOV 4 2006

DESIGNED: *[Signature]*
 DRAWN: *[Signature]*
 APPROVED: *[Signature]*
 JOB NUMBER: 06-0022
 DATE: 02/18/07
 REVISIONS: 10/26/07
 11/16/07

February 13, 2007 3:34:03 p.m.
 Drawing: 07-01-0007-001

SHEET L7 OF 7
 © COTLEUR HEARING INC.
 THIS DOCUMENT IS THE PROPERTY OF COTLEUR HEARING INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COTLEUR HEARING INC.

PREPARED BY AND RETURN TO:
THOMAS J. BAIRD, TOWN ATTORNEY
TOWN OF JUPITER
210 MILITARY TRAIL
JUPITER, FLORIDA 33458-5784

PROPERTY CONTROL NUMBER: 30-42-40-33-05-007-0000

CLOSING DATE: _____

PURCHASE PRICE: Donation

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED executed as of the ____ day of _____, 2008 by the **TOWN OF JUPITER**, a municipal corporation of the State of Florida, ("Grantor") whose mailing address is 210 Military Trail, Jupiter, Florida 33458-5784, to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("Grantee") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to Grantee those certain lands situate, lying and being in Palm Beach County, State of Florida, described as follows:

**See Exhibit "A" attached hereto and made a part hereof
(the "Property")**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that the property is free from all encumbrances made by Grantor; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantor:
TOWN OF JUPITER, a municipal corporation
of the State of Florida

By: _____
Karen J. Golonka, Mayor

(Witness Signature)

(Witness Name Printed)

(Witness Signature)

(Seal)

(Witness Name Printed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Karen J. Golonka, Mayor of the Town of Jupiter, a municipal corporation of the State of Florida, ()who is personally known to me OR ()who has produced _____ as identification and who ()did ()did not take a oath.

(Official Notarial Seal)

Notary Public, State of Florida

(Type, print or stamp name)

Commission Number _____
My Commission Expires: _____

APPROVED BY THE PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ON _____
RESOLUTION NUMBER _____

County Attorney or Designee

28

EXHIBIT "A"

the Property

Tract "GW", LOXAHATCHEE RESERVE NORTH, according to the plat thereof, recorded in Plat Book 109, Page 44, of the public records of Palm Beach County, Florida.

2009 -

BGEX - 380 - 093008*3519

BGRV - 380- 093008*0725

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 1220 Natural Area Stewardship Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-3154 N A Planning and Support 6690-Other Contributions and Donations	100,000	100,000	125,000		225,000		
TOTAL RECEIPTS & BALANCES	5,119,131	5,119,131	125,000	0	5,244,131		
<u>EXPENDITURES</u>							
380-3195 Reserve NA Stewardship 9903 Principle Reserve	4,718,557	4,718,557	125,000	0	4,843,557	0	4,843,557
TOTAL APPROPRIATIONS & EXPENDITURES	5,119,131	5,119,131	125,000	0	5,244,131		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Walerly 11/3/08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

December 2, 2008

Deputy Clerk to the
Board of County Commissioners

30