



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Second Marina Visioning Workshop,
Immediately Following the
US-1 Medians Workshop
Wednesday, August 28, 2019
Commission Chamber, Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **NEW BUSINESS**
 - 1. Marina Visioning Workshop Discussion Item.

Tab 1

PUBLIC COMMENT:

This time is provided for addressing items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

ADJOURNMENT:



Town of Lake Park Town Commission
MARINA VISIONING WORKSHOP
(immediately following US-1 Streetscape/Medians Workshop commencing at 6:00pm)

Agenda Request Form

Meeting Date: August 28, 2019

Agenda Item No. *Tab 1*

Agenda Title: Second Marina Visioning Workshop Discussion Item.

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input type="checkbox"/> | ORDINANCE | | |
| <input checked="" type="checkbox"/> | NEW BUSINESS – DISCUSSION ITEM | | |
| <input type="checkbox"/> | OTHER | | |

Approved by Town Manager

Date:

8-23-19

Nadia Di Tommaso / Community Development Director

Name/Title

<p>Originating Department:</p> <p style="text-align: center;">Town Manager/Community Development</p>	<p>Costs: \$ None at this time</p> <p>Funding Source: N/A</p> <p>Acct. # _____</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Marina Deed Documents → Updated Boundary Survey WITH Aerial → Updated Boundary Survey WITHOUT Aerial → Year 2000 P3 document → P3 presentation provided at June 26, 2019 workshop
<p>Advertised:</p> <p>Date: N/A</p> <p>Paper:</p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <i>ND</i></p> <p>Please initial one.</p>

Summary Explanation/Background:

Information from the last workshop item is included again below as a refresher:

The Town of Lake Park has a hidden gem known as the Lake Park Harbor Marina, generally located on the northeast corner of US-1/Lake Shore Drive and Silver Beach Road:



Over the years, the Marina has been renovated with various components currently consisting of the following:



There are additional boat trailer and vehicular parking areas within the inland parcels (that are also the subject of an Interlocal Agreement with Palm Beach County):



Given the Town's recent investments in developing land development regulations to encourage the mixed-use redevelopment of the US-1 corridor, and the large mixed-use development project that is on the horizon for the private properties adjacent to the Marina, there is a need to reinvent and reimagine the Marina into a revenue-generating resort-style Marina.

Town staff has already taken the necessary steps to work with Palm Beach County on the parking area that is the subject of an Interlocal Agreement and on June 18, 2019, received approval from the Palm Beach County Board of County Commissioners for an updated Interlocal Agreement that grants the Town a 12-month period to explore P3 (PPP - public private partnership) or RFP opportunities to put together a plan that aims to redevelop the Marina in order to increase public access to the water and assist the Town in accomplishing its economic redevelopment objectives.

[FOLLOW-UP FROM LAST WORKSHOP](#)

At the last workshop, held on June 26, 2019, a presentation from our lobbyist, Ellyn Bogdanoff was provided on the P3 (public private partnership) process and associated regulations. In addition, a presentation on existing Florida marinas and their respective "Services" and "Amenities" was presented. This resulted in a productive discussion that included, in part, the following:

(1) Desired Marina components:

- Adequate management
- Services that increase revenue and provide a better quality of life to residents
- Restaurant
- Pool

- Outdoor Showers
- Friendly, cozy atmosphere (design)
- Open area for public activities and music
- Rates that remain reasonable for residents
- Adequate maintenance plan for buildings and grounds
- Adequate vehicular and boat trailer parking
- Dry docks
- New Fueling stations and pump out station
- More floating docks
- Maintain commercial businesses already in place
- Entertain a partial overhaul, along with a complete overhaul since some components may be able to stay in place

(Some visuals provided as reference in the 2000 P3 packet's document that is enclosed)

Following the workshop, the Marina Deed documents (enclosed) were reviewed. These Marina Deed Documents include a color map that identifies the Marina parcels. The legal descriptions for the 7 Parcels are also included in the Marina Deed documents. Using the legal descriptions in the attached document, it was determined that in order to get some clarity on the exact corresponding boundaries of the various parcels pursuant to existing site conditions, a *superimposed* boundary survey that illustrates the various seven (7) parcel boundaries (from the Deed document) onto the existing Marina land area was required. Consequently, Engenuity (consultant) was tasked with this assignment and produced the enclosed Boundary Survey with Aerial image underlay and one without the Aerial Image underlay. Parcels 3, 5 and 7 (an additional easement area is also illustrated), as identified, have reverter clauses that will need to be highlighted in the redevelopment process.

Additionally, following the first workshop, our Marina Dockmaster, Bruce Butcher, discovered a 2000 P3 document which is included with this agenda backup. It appears a P3 proposal was entertained almost 20 years ago however, was never implemented due to the Commission's dissent at the time. Now, almost 20 years later, the Marina has not thrived and reached its maximum potential therefore, it is time to revisit this P3 approach. We had Ellyn Bogdanoff review the 2000 P3 proposal (enclosed) for consistency with today's P3 requirements and her determination was that while the 2000 P3 document can be used today based on the vast flexibility the P3 process offers, she recommends that the Town proceed in a "not so story-like" approach and simply present the exact criteria of what the Town desires in the proposal along with the site related documents (survey, deeds, etc.) and leave the 'story-like' approach and the establishment of the terms and conditions to the negotiation portion of the P3 process.

With the above being said, and since this is the second Marina Visioning Workshop, the objective of this workshop is to solidify the following:

(1) Confirmation that the Town should entertain two (2) separate P3's. One for the Marina parking lot areas and a second for the 'penninsula' area where the office building is currently located; and

(2) Confirmation on the desired amenities and services and other desired elements that should be incorporated into the P3 negotiations

Confirmation on the above is extremely important so that Staff can move forward with the next steps in developing a solicitation packet with the desired criteria and for the Marina parking lot areas, adhere to the 12-month selection deadline (commenced August 7, 2019 – expires August 6, 2020) set by Palm Beach County pursuant to the amended Interlocal Agreement.

Next Steps/Timeline for STAFF to Complete Based on the Input Provided:

Months 2 through 5 (September through December 2019):

1. Identify the Need
2. Is a P3 the Best Delivery Method?
3. Clearly Define How Success Will Be Measured
4. Retain Consultants for Financial, Legal and Property Development Issues
5. Identify Parties and Each Party's Role
6. How Will the Project Be Procured?

Months 6 through 11 (January 2020 through June 2020):

7. Pursue the Selected Solicitation (Procurement) Procedure

Month 12 (for Marina parking lot area redevelopment):

8. Present Selected Contract/Agreement to the Palm Beach County Board of County Commissioners

The goal will be to enter into a contract/agreement within the next 12 months. Design ideas, expenditures and contract agreements will require a public review process. Following negotiations and once a contract/agreement is solidified and funding sources are identified, the implementation will commence and may take a few years depending on what is required and anticipated funding sources.

Recommended Motion: Discussion item for Town Commission direction.

Copy

**TOWN OF LAKE PARK
MEMORANDUM**

TO: Vivian Mendez-Lemley, Town Clerk
Michael Pisano, Marina Director
Patrick Sullivan, Community Development Director
Janet Perry, Administrative Assistant to the Town Manager
Robert Cutcher, Cutcher and Associates, Inc.
John Downs, Calvin, Giordano and Associates, Inc.

FROM: Maria V. Davis, Town Manager *M.V. Davis*

SUBJECT: Lake Park Marina Deeds

DATE: January 12, 2009

Due to the fact that the Town apparently did not possess a full and complete record of the Marina Deeds, I requested a title search.

Enclosed, please find a complete description of all marina parcels. Hopefully, now that we have the full package including all of the restrictions and reverters, and I've distributed it to a half dozen people, we'll be able to readily put our hands on any information we need regarding the marina property in the future.

CONRAD J. DESANTIS
Business & Real Estate
Also Admitted in Pennsylvania

TIMOTHY W. GASKILL
*Business, Probate
Family Litigation*

DONALD R. SMITH
*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN
*Board Certified
Real Estate Attorney*



DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.
ATTORNEYS & COUNSELORS AT LAW

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PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
ANGEL AUGUST
MIKKI MARKO
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
ADMINISTRATOR
FLORENCE SHERMAN

December 19, 2008

Patrick Sullivan, Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Lake Park Marina Deeds: Restrictions and Reverters

Dear Mr. Sullivan:

PURPOSE: The purpose of this Title Report is to summarize the Town of Lake Park Marina property and identify any title reverters, restrictions and encumbrances upon the property.

PROPERTY IDENTIFICATION: There are four (4) Property Control Numbers ("PCNs") for the properties making up the Town of Lake Park Marina.

There is one large waterfront parcel east of Lake Shore Drive and 3 smaller parcels west of Lake Shore Drive. The PCNs are as follows:

PCN: 36-43-42-21-00-004-0010 ("Waterfront parcel").

PCN: 36-43-42-20-01-114-0250 (PCN 250),

PCN: 36-43-42-20-01-114-0260 (PCN 260),

PCN: 36-43-42-20-01-114-0281 (PCN 281), (collectively the "Parking Lot parcels").

The Parking Lot parcels were acquired by the Town by Condemnation (PCN 250 & 281) and under threat of Condemnation (PCN 260), and do not appear to have any title reversions, restrictions or title encumbrances.

The Waterfront parcel was acquired by separate instruments, copies of which are enclosed. For reference in the letter, attached is Figure 17 dated 09/23/98 which shows the location of the parcels in the Lake Park Marina, plus three color coded sketches indentifying the parcels. The legal descriptions of parcel 1 though 6 are also enclosed herein. These parcels are identified as:

Parcel 1: Easement Deed from Tesdem Corp. to the Town recorded in ORB 632, page 467 & 468 from constructing and maintaining a drainage ditch on Parcel 1. NO REVERTER CLAUSE.

Parcel 1A: Dedication from Trustees of the Internal Improvement Fund ("TIIF") to the Town recorded in ORB 1633, page 606 for public drainage and park purposes only under the supervision and management of the Town. NO REVERTER CLAUSE.

Parcel 2: Indenture from TIIF to Town recorded in ORB 688, page 507. NO RESTRICTIONS. NO REVERTER CLAUSE.

Parcel 3: Indenture from TIIF to Town recorded in ORB 694, page 327 for public park and boat ramp purposes only. REVERTER CLAUSE – REVERTS to TIIF:

“1. That said premises shall be used for public park and boat ramp purposes only; and

2. That in the event said land is not used for public park and boat ramp purposes for a period of Three (3) consecutive years shall not be maintained and used for said purposes, or in the event said land is used for other purposes, then the premises hereinabove described and conveyed shall revert to the Trustees of the Internal Improvement Fund of the State of Florida.” (underlining supplied for emphasis)

Reference is made to my legal opinion letter to the Town dated November 19, 2008 for further explanation as to the reverter clause for Parcel 3.

Parcel 4: Deed from Tesdem Corp to Town recorded in ORB 632, page 464 for public park or municipal dock and wharf. Deed contained a reverter clause. The reverter clause was released by QCD from Bankers Life to Town recorded in ORB 2143, page 1720. REVERTER RELEASED.


Parcel 5: Indenture from TIIF to Town recorded in ORB 1239, page 59 for public purposes. If used for other than public purposes REVERTER CLAUSE – REVERTS to TIIF.

Parcel 6: Deed from Schmidt to Town (upland parcel) recorded in ORB 1154, page 25. Subsequent Deed from Palm Beach County to Town recorded in ORB 9195, page 1555 (due to prior Tax Deed). NO REVERTER CLAUSE.

35' PERPETUAL EASEMENT: Town to Schmidt recorded in ORB 1154, page 30 for perpetual easement for navigation, docking and other marine purposes. Restrictions that the Town will not install, place or locate any structures, such as docks, pilings, buoys or other installations within the above property that is located easterly of the approximate high water line.

Parcel 7: Sovereign Submerged Lands Easement from TIIF to Town recorded in ORB 11909, Page 636 to be used solely for construction of a breakwater. Term is 30 years to May 4, 2030. If Easement breached REVERTER CLAUSE – REVERTS to TIIF upon 30 days notice to Town.

Respectfully submitted,
DeSantis, Gaskill, Smith & Shenkman, P.A.

By: 
Curtis L. Shenkman, For the Firm

888 Figure:7.dwg 09/23/88

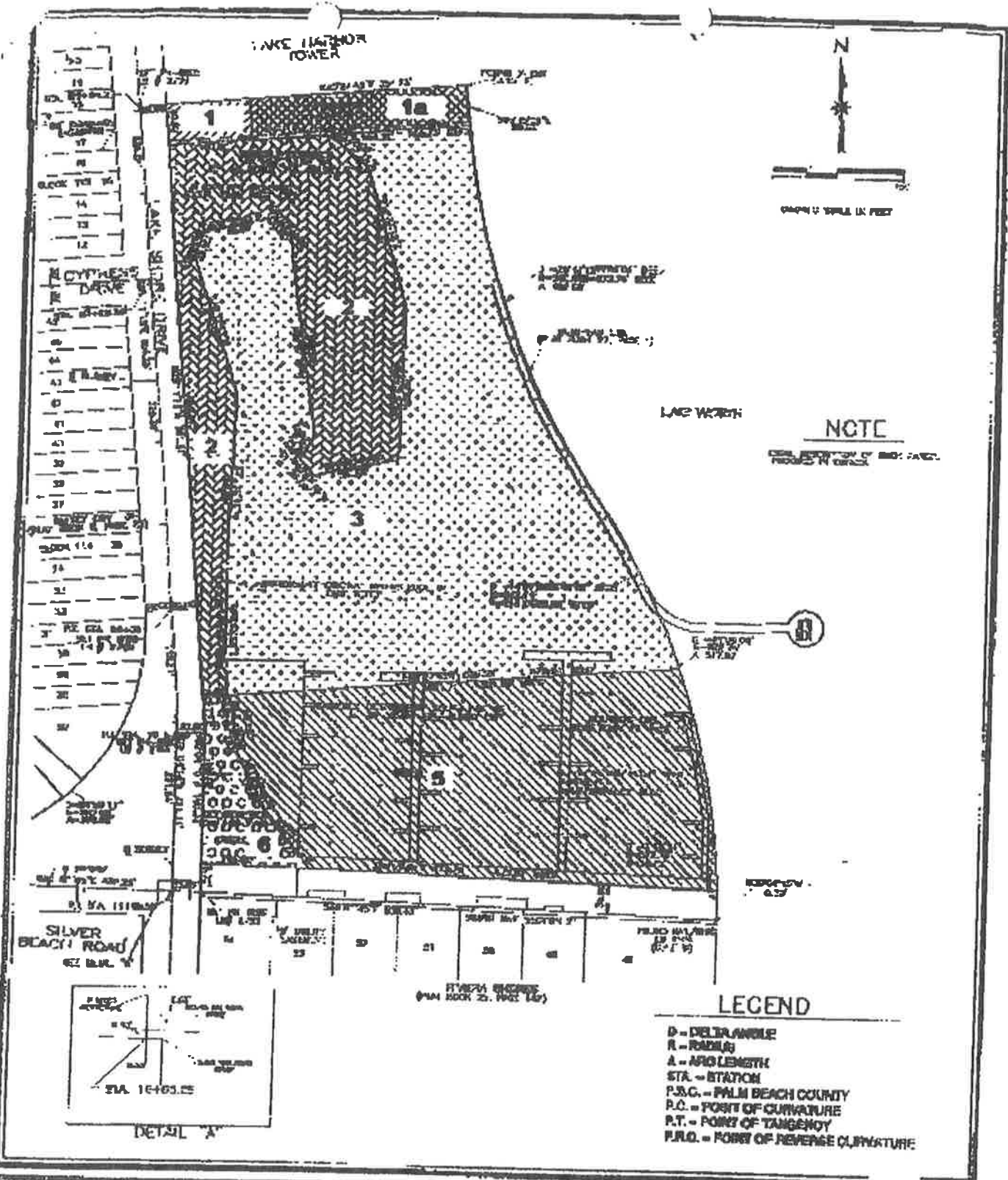
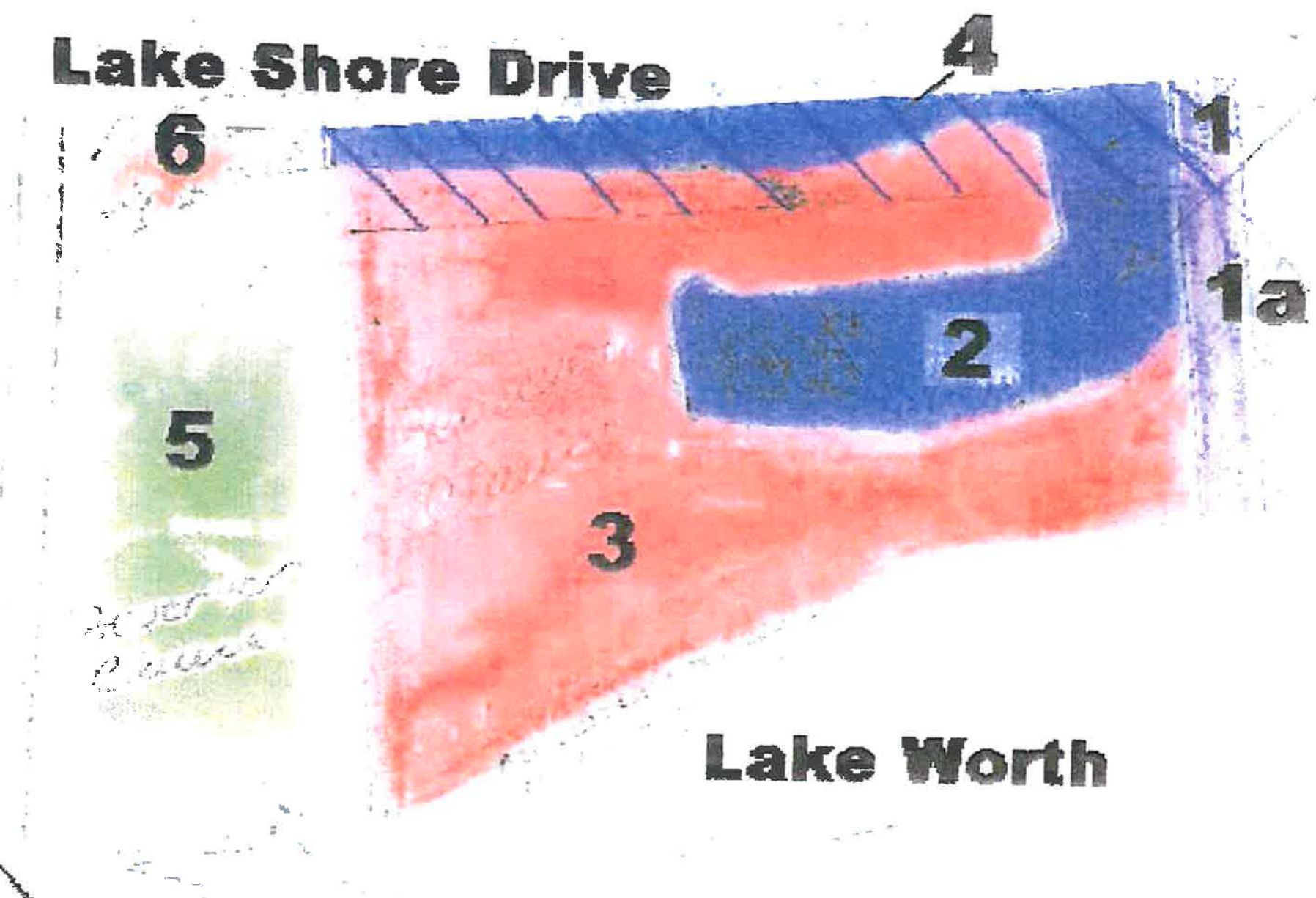


Figure 17
LOCATION OF SUBMERGED LANDS PARCELS
LAKE PARK MARINA



Lake Shore Drive



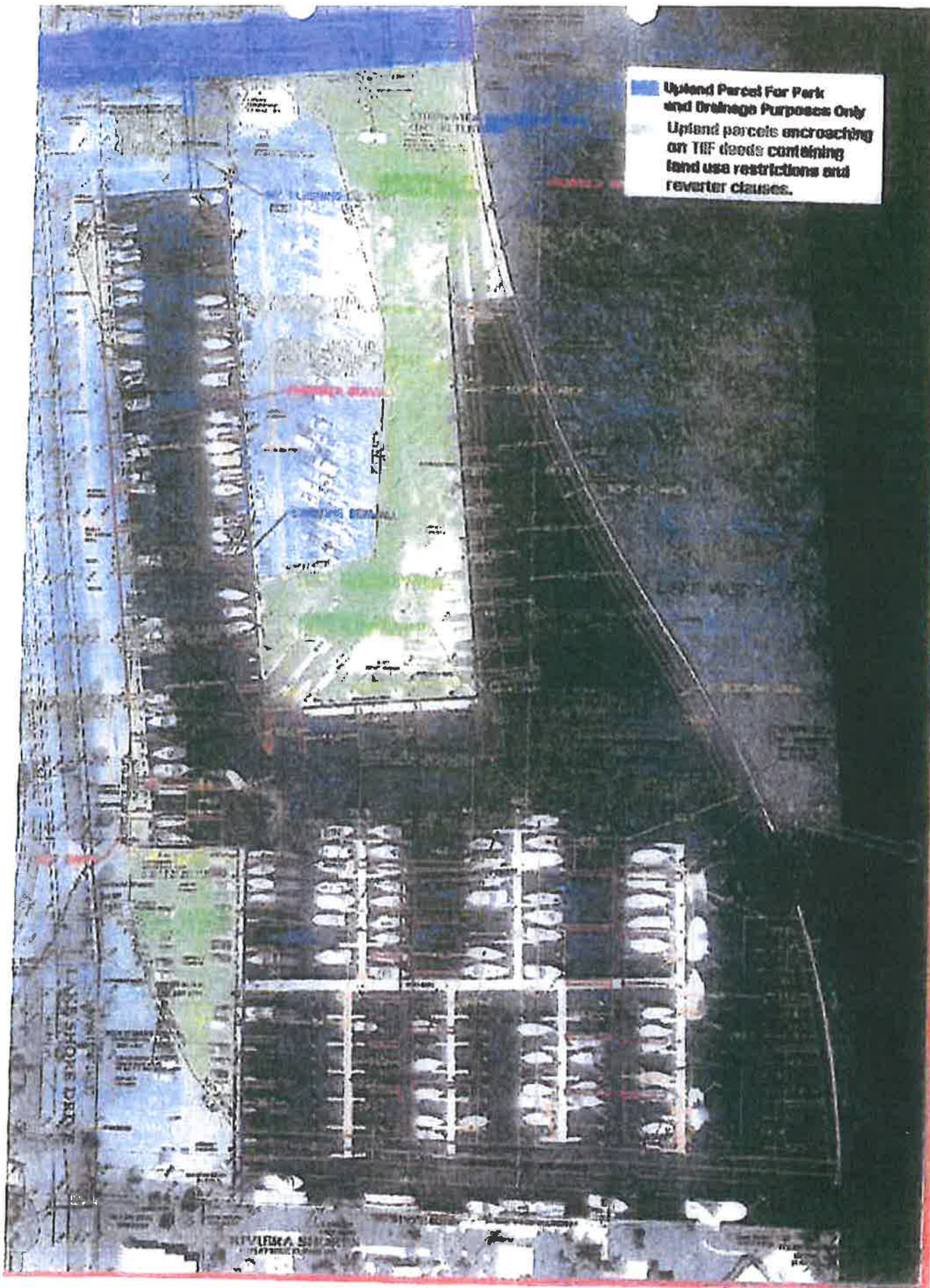
Lake Worth

35' Easement



- PURPLE = PARCEL 1 (EASEMENT FOR CONSTRUCTING AND MAINTAINING DRAINAGE DITCH) NO REVERTER
- PURPLE = PARCEL 1A (DEDICATION FOR PUBLIC DRAINAGE AND PARK PURPOSES - NO REVERTER)
- PARCEL 2 (DEED TIIF TO TLP - NO RESTRICTIONS) - NO REVERTER
- PINK = PARCEL 3 (DEED TIIF - TLP FOR PUBLIC PARK AND BOAT RAMP PURPOSES) REVERTER CLAUSE
- BLUE LINES = PARCEL 4 (Deed TESDEM TO TLP) - REVERTER CLAUSE RELEASED IN ORB 2143/1720
- YELLOW = PARCEL 5 (DEED TIIF TO TLP - FOR PUBLIC PURPOSES) - REVERTER CLAUSE
- ORANGE = PARCEL 6 (DEED SCHMIDT TO TLP (UPLAND PARCEL) - NO REVERTER CLAUSE
- GREEN = 35' PERPETUAL EASEMENT FOR NAVIGATION DOCKING & OTHER MARINE PURPOSES TLP TO SCHMIDT WITH RESTRICTIONS ON TLP NOT TO INSTALL CERTAIN STRUCTURES.

Upland Parcel For Park and Drainage Purposes Only
Upland parcels encroaching on TIF deeds containing land use restrictions and reverter clauses.



TITLE SEARCH REPORT

Fund File Number. 06-2008-7159

EXHIBIT A

Parcel 1:

An Easement for the purpose of constructing and maintaining a drainage ditch in, over and upon the following described land, to wit:

The land bounded on the North by the Easterly extension of the North line of Lot 17, Block 115, Kelsey City (now Lake Park), recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida; on the East by the waters of Lake Worth, on the South by the Easterly extension of the South line of Lot 17, Block 115 and on the West by the East line of Lake Shore Drive; and

All of Kelsey City (now Lake Park), according to the plat thereof, recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida.

Parcel 1A:

A parcel of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Bounded on the North by the Easterly extension of the North line of Lot 17, Block 115, according to the plat of Kelsey City as recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida; bounded on the East by the Bulkhead Line as recorded in Plat Book 27, Page 1, Public Records of Palm Beach County, Florida; bounded on the South by the Easterly extension of the South line of Lot 17, Block 115, according to said plat of Kelsey City and bounded on the West by the waters edge of Lake Worth.

Parcel 2:

A tract of land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the East right of way line of Lake Shore Drive, as said right of way is shown on the plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 23, Public Record of Palm Beach County, Florida; with the Easterly projection of the North line of Lot 16, Block 115, as shown on said plat; thence North 85°22'45" East, along the said Easterly projection of the North line of Lot 16, a distance of 190 feet to a point in the high water line of the West Shore of Lake Worth; thence South 50°37'15" East along said high water line, a distance of 60 feet; thence South 16°37'15" East, along said high water line, a distance of 175 feet; thence South 01°52'45" West along said high water line, a distance of 185 feet; thence South 79°22'45" West along said high water line, a distance of 100 feet; thence North 40°37'15" West, along said high water line, a distance of 25 feet; thence North 27°22'45" East, along said high water line, a distance of 35 feet; thence North 08°07'15" West along said high water line, a distance of 240 feet; thence North 40°07'15" West, along said high water line a distance of 30 feet; thence South 77°52'45" West along said high water line, a distance of 85 feet; thence South 19°52'45" West along said high water line, a distance of 32 feet; thence South 18°37'15" East along said high water line, a distance of 175 feet; thence South 01°52'45" West along said high water line, a distance of 185 feet; thence South 01°13'26" East along said high water line, a distance of 173 feet to a point on the Easterly projection of the South line of Lot 28, Block 114 of said plat of Kelsey City (now Lake Park);

TITLE SEARCH REPORT

Fund File Number. 06-2008-7159

thence South 85°22'45" West along said Easterly projection of Lot 28, Block 114, a distance of 28 feet to a point in the Easterly right of way of said Lake Shore Drive; thence North 05°11'15" West along said Easterly right of way line of Lake Shore Drive, a distance of 660.01 feet to the Point of Beginning.

Parcel 3:

A tract of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point of intersection of the East right of way line of Lake Shore Drive, as said right of way as shown on the plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida, with the Easterly projection of the North line of Lot 16, Block 115, as shown on the plat of Kelsey City; thence North 85°22'45" East, along said Easterly projection of the North line of Lot 16, a distance of 190 feet to a point in the high water line of the West shore of Lake Worth and the Point of Beginning of the herein described tract of sovereignty land; thence continuing along the same course, a distance of 164.23 feet to a point in the Town of Lake Park Bulkhead Line as established by Ordinance No. 28, said point being also the beginning of a curve concave to the Northeast, having a radius of 872.74 feet and a central angle of 34°00'06"; thence Southerly and Southeasterly along the arc of said curve, and said bulkhead line, a distance of 482.88 feet to a point of reverse curvature, said reverse curve being concave to the Southwest, having a radius of 960 feet and a central angle of 28°49'12"; thence Southeasterly and Southerly along the arc of said curve and said bulkhead line, a distance of 215.27 feet to a point in the Easterly projection of the South line of Lot 28, Block 114 of said plat of Kelsey City; thence South 85°22'45" West along said Easterly projection of the South line of Lot 28, a distance of 525.53 feet to a point in the aforesaid high water line of the West shore of Lake Worth; thence North 01°13'26" West along said high water line, a distance of 173 feet; thence North 01°52'45" East along said high water line, a distance of 185 feet; thence North 18°37'15" West, along said high water line, a distance of 175 feet; thence North 19°52'45" East, along said high water line, a distance of 32 feet; thence North 77°52'45" East, along said high water line, a distance of 85 feet; thence South 40°07'15" East, along said high water line, a distance of 30 feet; thence South 08°07'15" East along said high water line, a distance of 240 feet; thence South 27°22'45" West, along said high water line, a distance of 35 feet; thence South 40°37'15" East, along said high water line, a distance of 25 feet; thence North 79°22'45" East, along said high water line, a distance of 100 feet; thence North 01°52'45" East along said high water line, a distance of 185 feet; thence North 16°37'15" West along said high water line, a distance of 175 feet; thence North 50°37'15" West along said high water line, a distance of 60 feet to the Point of Beginning.

Parcel 4:

Beginning at a point on the East line of Lake Shore Drive as shown on the plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida, where the Easterly extension of the North line of Lot 17, Block 115 of Kelsey City intersects said East line of Lake Shore Drive; thence run in an Easterly direction along the Easterly extension of the said North line of Lot 17, Block 115, Kelsey City, to the waters of Lake Worth; thence run in a Southerly direction along the waters edge of Lake Worth to a point where the Easterly extension of the South line of Lot 28, Block 114 of said Kelsey City, meets the waters edge of Lake Worth; thence run in a Westerly direction along the Easterly extension of the South line of Lot 28, Block 114, Kelsey City, to a point where said Easterly extension of the South line of Lot 28, Block 114, Kelsey City, intersects the East line of said Lake Shore Drive; thence run in a Northerly direction along the said East line of Lake Shore Drive to the Point of Beginning.

Parcel 5:

TITLE SEARCH REPORT

Fund File Number: 06-2008-7159

A parcel of sovereignty land in Section 21, Township 42 South , Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in a line 35 feet North of and parallel to the South line of said Section 21, said point being in the high water line on the Westerly shore of Lake Worth at a distance of 126 feet South 88°01'45" East from the Easterly right of way line of Lake Shore Drive according the plat thereof recorded in Road Plat Book 1, Page 157, Public Records of Palm Beach County, Florida; thence North 37°31'45" West, along said high water line, a distance of 83.50 feet; thence North 27°46'45" West, along said high water line, a distance of 78 feet; thence North 09°09'05" West along said high water line a distance of 68.8 feet, more or less, to a point in the Easterly projection of the South line of Lot 28, Block 114, plat of Kelsey City, according to the plat thereof recorded in Plat Book 8, Page 23, Public Records of Palm Beach County, Florida; thence North 85°22'45" East, along the South line of Lot 28, Block 114, Kelsey City, projected Easterly , a distance of 521.69 feet to a point in the Town of Lake Park bulkhead line, established by Ordinance No. 28 on February 6, 1961, recorded in Plat Book 27, Page 1, Public Records of Palm Beach County, Florida, said point being in the arc of a curve concave to the Southwest having a radius of 872.74 feet and a central angle of 17°34'03"; thence Southeasterly and Southerly along the arc of said curve and said Town of Lake Park bulkhead line, a distance of 267.59 feet to a point in the aforesaid parallel line 35 feet North of the South line of said Section 21; thence North 88°01'45" West along said parallel line, a distance of 473.67 feet to the Point of Beginning.

Parcel 6:

That part of Government Lot 4 of Section 21, Township 42 South, Range 43 East, lying Easterly of the plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Pages 18, 23 and 35, Public Records of Palm Beach County, Florida, bounded on the North by an extension Easterly of the South line of Lot 28, Block 114, as shown on said plat of Kelsey City, and bounded on the South by the South line of Government Lot 4.

PARCEL
1

DEED

THIS INSTRUMENT, Made this 24th day of April, A. D. 1939 between TESDMA, INC., a corporation organized and existing under the laws of the State of Florida, party of the first part, and TOWN OF KELSEY CITY, a municipal corporation organized and existing under the laws of the State of Florida, in the county of Palm Beach, State of Florida, party of the second part,

WITNESSETH, that the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part an easement for the purpose of constructing and maintaining a drainage ditch in, over and upon the following described land, to-wit:

The South 25 feet of Lots 1 to 19, inclusive, all of Lot 25, and the North 25 feet of Lots 31 to 49, inclusive, of Block 61;

The South 25 feet of Lots 1 to 24, inclusive, and the North 25 feet of Lots 25 to 46, inclusive, of Block 65;

The South 25 feet of Lots 1, 2, 5 to 9, inclusive, and 12 to 24, inclusive, and the North 25 feet of lots 25 to 44, inclusive, 47 and 48, of Block 69

The South 25 feet of Lots 7 to 10, inclusive, and 14 to 21, inclusive, the North 25 feet of Lots 22 to 43, inclusive, and all of Lot 49, of Block 73;

The South 25 feet of Lots 1 to 3, inclusive, and 7 to 11, inclusive, the North 25 feet of Lots 16 to 22, inclusive and all of Lot 36, of Block 39;

Lots 6 and 17 of Block 115;

The land bounded on the North by the Easterly extension of the north line of Lot 17, Block 115, on the East by the waters of Lake Worth, on the South by the Easterly extension of the South line of Lot 17, Block 115 and on the West by the East line of Lake Shore Drive,



DEED 632 NBR 468

All of Hobeoy City, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida.

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary, the day and year above written.



TESDEM, INC.

(SEAL)

By Walter W. Orsatti,
President

ATTEST:

William C. Kelly,
Assistant Secretary

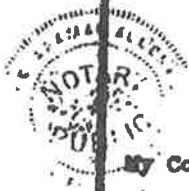
Signed, sealed and delivered
in our presence:

Edward C. Bradley,
Claramas Allen

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY, That on this 21st day of April, A. D. 1939, before me personally appeared WALTER W. FOSKETT and WILLIAM A. COBB, JR., President and Assistant Secretary respectively of TESLEN, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to TOWN OF KELSEY CITY, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at West Palm Beach, Florida, in the County of Palm Beach and State of Florida, the day and year last aforesaid.



Clarence Allen
Notary Public

My Commission expires: May 14, 1940

This instrument was filed for Record at 10:25 A. M. on 1 day of July 194 1, and Recorded in Book 632 at page 462. Record verified. J. ALEX ARMSTRONG, Clerk Circuit Court, Palm Beach County, Florida.
By [Signature] Deputy Clerk

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

PARCEL
1A

DEDICATION

1257

NO. 24709 (2054-50)

JAN 9 4 55 PM '68

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, in pursuance of application made by the Town of Lake Park, a municipal corporation of the State of Florida, by Resolution No. 514, 1967, for dedication of the lands hereinafter described for public drainage and park purposes, approved by said Trustees on December 5, 1967, have dedicated, and by these presents do hereby dedicate the following described lands in Palm Beach County, Florida, to-wit:

A parcel of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Bounded on the North by the easterly extension of the North line of Lot 17, Block 115, according to the Plat of Kelsey City as recorded in Plat Book 8, Page 23, in and for the Public Records of Palm Beach County, Florida. Bounded on the East by the Bulkhead Line as recorded in Plat Book 27, Page 1, in and for the Public Records of Palm Beach County, Florida. Bounded on the South by the easterly extension of the South line of Lot 17, Block 115, according to the said Plat of Kelsey City. Bounded on the West by the waters edge of Lake Worth; containing 0.41 acre, more or less.

The above described lands shall be used for public drainage and park purposes only, under the supervision and management of the Town of Lake Park.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 11th day of December, A. D. 1967.

WALTON & GILBERT

(SEAL)
Trustees I.I. Fund

[Signature]
Governor

[Signature]
Secretary of State

[Signature]
Attorney General

[Signature]
Comptroller

[Signature]
Treasurer

[Signature]
Superintendent of Public Instruction

[Signature]
Commissioner of Agriculture

Recorded in Official Record Book
Of Palm Beach County, Florida
John B. Dunkle
Clerk of Circuit Court

As and Constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

PARCEL
2

888 PAGE 507

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

Oct 13 10 01 AM '61
1919

(Sec. 253.129 Florida Statutes 1957)

NO. 22881 (960-50)

THIS INDENTURE, made this 20th day of September, A. D. 1961, by and between the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, as the first parties, and THE TOWN OF LAKE PARK, a municipal corporation of the State of Florida, as the second party.

WITNESSETH: That the first parties in pursuance of the provisions of Sec. 253.129 Florida Statutes 1957, and in consideration of the sum of Ten and 00/100 Dollars to them paid by second party, receipt of which is hereby acknowledged, have transferred, remised, released, relinquished, surrendered, quit-claimed and disclaimed, and by these presents do hereby transfer, remise, release, relinquish, surrender, quitclaim and disclaim to said second party, its successors and assigns, forever, any and all right, title or interest of the first parties, of, in and to the following described land in Palm Beach County, Florida, to-wit:

A tract of land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the East right-of-way line of Lake Shore Drive, as said right of way line is shown on plat of Kelsey City (now Lake Park) on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, with the easterly projection of the north line of Lot 16, Block 115, as shown on said plat of Kelsey City; thence North 85° 22' 45" East, along the said easterly projection of the north line of Lot 16, a distance of 190 feet to a point in the high water line of the West shore of Lake Worth; thence South 50° 37' 15" East along said high water line, a distance of 60 feet; thence South 16° 37' 15" East, along said high water line, a distance of 175 feet; thence South 1° 52' 45" West along said high water line, a distance of 185 feet; thence South 79° 22' 45" West, along said high water line, a distance of 100 feet; thence North 40° 37' 15" West, along said high water line, a distance of 25 feet; thence North 27° 22' 45" East, along said high water line, a distance of 35 feet; thence North 3° 07' 15" West, along said high water line, a distance of 240 feet; thence North 40° 07' 15" West,



PALM BEACH COUNTY

BFD NEW 7 10821 - B. J. ...

along said high water line, a distance of 30 feet; thence South 77° 52' 45" West along said high water line, a distance of 85 feet; thence South 19° 52' 45" West along said high water line, a distance of 32 feet; thence South 18° 37' 15" East along said high water line, a distance of 175 feet; thence South 1° 52' 45" West, along said high water line, a distance of 185 feet; thence South 1° 13' 26" East, along said high water line, a distance of 173 feet, to a point in the easterly projection of the south line of Lot 28, Block 114 of said plat of Kelsey City; thence South 85° 22' 45" West along said easterly projection of Lot 28, Block 114, a distance of 28 feet to a point in the easterly right of way line of said Lake Shore Drive; thence North 5° 11' 15" West along said easterly right of way line of Lake Shore Drive, a distance of 660.01 feet to the Point of Beginning. Containing 1.825 acres, more or less.

IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed at the Capitol, in the City of Tallahassee, on this the 20th day of September, A. D. 1961.



Internal Improvement Fund

[Signature] (SEAL)
Governor

[Signature] (SEAL)
Comptroller

Treasurer (SEAL)

[Signature] (SEAL)
Attorney General

[Signature] (SEAL)
Commissioner of Agriculture

Department of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.



Recorded in Official Record Book
of Palm Beach County, Florida.
J. ALEX ARNETTE
CLERK OF CIRCUIT COURT

EX 684 MAR 327

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

OCT 30 9 05 AM '61

PARCEL
3

4170

DEED NO. 22899 (960-50)

THIS INSTRUMENT, made this 11th day of October, A. D. 1961, by and between the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, as the first parties, and THE TOWN OF LAKE PARK, a municipal corporation of the State of Florida, as the second party,

WITNESSETH: Whereas, application having been made by the second party for conveyance of the land hereinafter described, for public park and boat ramp purposes, being land held by the first parties, and said application having been approved by the Trustees of the Internal Improvement Fund at their meeting on September 12, 1961,

NOW, THEREFORE, the Trustees of the Internal Improvement Fund of the State of Florida, in consideration of the sum of Ten and 00/100 Dollars, and other good and valuable consideration, to them paid by the second party, receipt of which is hereby acknowledged, have remised, released, granted and conveyed, and by these presents do hereby remise, release and convey, subject to the provisions hereinafter set forth, unto said second party, its successors and assigns, the following described land in PALM BEACH COUNTY, Florida, to-wit:

A tract of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the point of intersection of the East right of way line of Lake Shore Drive, as said right of way is shown on plat of Kelsey City (now Lake Park) on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, with the easterly projection of the north line of Lot 16, Block 115, as shown on said plat of Kelsey City; thence North 85° 22' 45" East, along said easterly projection of the north line of Lot 16, a distance of 190 feet to a point in the high water line of the west shore of Lake Worth and the point of beginning of the herein described tract of



PALM BEACH COUNTY

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B. N. + B

sovereignty land; thence continuing along the same course, a distance of 164.23 feet to a point in the Town of Lake Park Bulkhead Line, as established by Ordinance No. 28; said point being also the beginning of a curve concave to the northeast, having a radius of 872.74 feet and a central angle of 34° 00' 06"; thence southerly and southeasterly along the arc of said curve, and said Bulkhead Line, a distance of 482.88 feet to a point of reverse curvature, said reverse curve being concave to the southwest, having a radius of 960 feet and a central angle of 28° 49' 12"; thence southeasterly and southerly along the arc of said curve and said Bulkhead Line, a distance of 215.27 feet to a point in the easterly projection of the south line of Lot 28, Block 114 of said plat of Kelsey City; thence South 85° 22' 45" West along said easterly projection of the south line of Lot 28, a distance of 525.53 feet to a point in the aforesaid high water line of the West shore of Lake Worth; thence North 1° 13' 26" West along said high water line, a distance of 173 feet; thence North 1° 52' 45" East, along said high water line, a distance of 185 feet; thence North 18° 37' 15" West, along said high water line, a distance of 175 feet; thence North 19° 52' 45" East, along said high water line, a distance of 32 feet; thence North 77° 52' 45" East, along said high water line, a distance of 85 feet; thence South 40° 07' 15" East along said high water line, a distance of 30 feet; thence South 8° 07' 15" East along said high water line, a distance of 240 feet; thence South 27° 22' 45" West, along said high water line, a distance of 35 feet; thence South 40° 37' 15" East, along said high water line, a distance of 25 feet; thence North 79° 22' 45" East, along said high water line, a distance of 100 feet; thence North 1° 52' 45" East along said high water line, a distance of 185 feet; thence North 16° 37' 15" West along said high water line, a distance of 175 feet; thence North 50° 37' 15" West along said high water line, a distance of 60 feet to the Point of Beginning. Containing 4.713 acres, more or less.

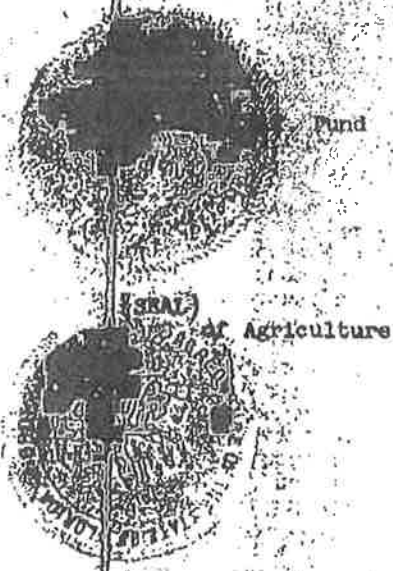
This instrument is granted subject to the following provisions, viz:

1. That said premises shall be used for public park and boat ramp purposes only; and
2. That in the event said land is not used for public park and boat ramp purposes and for a period of Three (3) consecutive years shall not be maintained and used for said purposes, or in the event said land is used for other purposes, then the premises hereinabove described and conveyed shall revert to the Trustees of the Internal Improvement Fund of the State of Florida.
3. The Trustees of the Internal Improvement Fund hereby reserve unto themselves and their successors title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land.

TO HAVE AND TO HOLD said premises and the appurtenances thereof, subject to the above mentioned provisions and limitations,

unto said second party, its successors and assigns, forever

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund have hereunto subscribed their names and affixed their seal, and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the date first above written.



[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

 Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Recorded in Official Record Book
of Palm Beach County, Florida
J. ALEX ARNETTE
CLERK OF CIRCUIT COURT

1914

BEST COPY

PARCEL 4

Page 622 of 464

2232

THIS INDENTURE, Made this first day of June, A. D. 1940, between TRIMM, INC., a corporation organized and existing under the laws of the State of Florida, party of the first part, and TOWN OF LAKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, in the County of Palm Beach and State of Florida, party of the second part,

WITNESSETH, That the said party of the first part for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the said party of the second part the following described land situate, lying and being in the County of Palm Beach and State of Florida, to-wit:

Beginning at a point on the east line of Lake Shore Drive as shown on the plat of Kelsey City, Florida, as filed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, where the easterly extension of the north line of Lot 14 of Block 115 of Kelsey City, Florida, according to said plat thereof, intersects said east line of Lake Shore Drive; thence run in an easterly direction along the easterly extension of the said north line of Lot 14, Block 115, Kelsey City, Florida, to the waters of Lake Worth; thence run in a southerly direction along the waters edge of Lake Worth to a point where the easterly extension of the south line of Lot 20, Block 114 of Kelsey City, Florida, according to said plat thereof, meets the waters edge of Lake Worth; thence run in a westerly direction along the easterly extension of said south line of Lot 20, Block 114, Kelsey City, Florida, to the point where said easterly extension of the south line of Lot 20, Block 114, Kelsey City, Florida, intersects the east line of said Lake Shore Drive; thence run in a northerly direction along the said east line of Lake Shore Drive to the point of beginning.

Together with all riparian or littoral rights thereto appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part in fee determinable for as long as said land and appurtenances thereto shall be used and maintained by said party

BEST COPY

1917-1918

022-400

of the second party as a public park or municipal dock and wharf,
 and in case said land and appurtenances thereto shall not be or
 shall ever cease to be used and maintained by said party of the
 second part as a public park or municipal dock and wharf, then
 and in that event the estate hereby granted shall determine and the
 title to said land and appurtenances thereto shall thereupon re-
 vert to said party of the first part, its successors or assigns
 in fee simple forever.

IN WITNESS WHEREOF, the said second party of the first
 part has caused these presents to be signed in its name by its
 President and its corporate seal to be affixed, attested by its
 Assistant Secretary, the day and year above written.



TESERA, INC.

By Walter ...
As President

William ...
Assistant Secretary

Signed, Seal and Delivered
 in our presence!

...
Juanita ...

BEST COPY

DEED 682 466

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

I HEREBY CERTIFY, That on this 1st day of June
A. D. 1940, before me personally appeared WALTER V. FOREST and
WILLIAM A. COBB, JR., President and Assistant Secretary, respect-
ively, of TESDEM, INC., a corporation under the laws of the State
of Florida, to me known to be the persons described in and who
executed the foregoing conveyance to the TOWN OF LAKE PARK, and
severally acknowledged the execution thereof to be their free act
and deed as such officers, for the uses and purposes therein
mentioned; and that they affixed thereto the official seal of said
corporation, and the said instrument is the act and deed of said
corporation.

WITNESS my signature and official seal at West Palm
Beach, Florida, in the County of Palm Beach and State of Florida,
the day and year last aforesaid.



Walter V. Forest
Notary Public

Commission Expires: _____

This instrument was filed for Record at
1940 on this 1st day of June
and Recorded in Book 672 at page 466
witnessed by ALFRED ARNETTE, Clerk Circuit
Court, Palm Beach County, Florida.
By Alfred Arnette Deputy Clerk

PALM
4

QUIT-CLAIM DEED FROM CORPORATION 37795

DEW'S FORM B. E. 42 Manufactured and for sale by The H. & W. B. Drew Company Jacksonville, Florida

This Quit-Claim Deed, Executed this 4 day of April, A. D. 1973, by BANKERS LIFE AND CASUALTY COMPANY, an Illinois corporation authorized to do business in the State of Florida, and having its principal place of business at 1001 Park Avenue, Lake Park, Florida, first party, to TOWN OF LAKE PARK, a municipal corporation under the laws of the State of Florida, whose postoffice address is c/o Herbert L. Gildan, 2250 Palm Beach Lakes Boulevard, West Palm Beach, Florida, second party.

73 APR 10 PM 2:43

Return to MacArthur & Hyland, P.A. 2250 Palm Beach Lakes Blvd. W.P.B. 4-1-60 1-33-60

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim into the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to wit: All of the rights of reverter contained in that certain deed recorded in Deed Book 632 at Page 464, Palm Beach County, Florida Public Records, involved with the following described real property: Beginning at a point on the east line of Lake Shore Drive as shown on the plat of Kelsey City, Florida, on file in the office of the clerk of the Circuit Court in and for Palm Beach County, Florida, where the easterly extension of the north line of Lot 17 of Block 115 of Kelsey City, Florida, according to said plat thereof, intersects said east line of Lake Shore Drive; thence run in an easterly direction along the easterly extension of the said north line of Lot 17, Block 115, Kelsey City, Florida, to the waters of Lake Worth; thence run in a southerly direction along the waters edge of Lake Worth to a point where the easterly extension of the south line of Lot 28, Block 114 of Kelsey City, Florida, according to said plat thereof meets the waters edge of Lake Worth; thence run in a westerly direction along the easterly extension of said south line of Lot 28, Block 114, Kelsey City, Florida, to the point where said easterly extension of the south line of Lot 28, Block 114, Kelsey City, Florida, intersects the east line of said Lake Shore Drive; thence run in a northerly direction along the said east line of Lake Shore Drive to the point of beginning.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)
ATTEST: [Signature]
Secretary
Signed, sealed and delivered in the presence of:
Ellen B. Blakely
Evan B. Blakely

BANKERS LIFE AND CASUALTY COMPANY, an Illinois corporation authorized to do business in Florida
By [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN D. MAC ARTHUR and C. T. HYLAND

well known to me to be the President and Secretary respectively of the corporation named as first party to the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.
WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, A. D. 1973

INSTRUMENT PREPARED BY:
Ronald Sales, Lawyer
249 Royal Palm Way
Palm Beach, Florida

[Signature]
Notary Public, State of Florida
at Large
My commission expires: 7-16-73

PALM BEACH COUNTY
1 2 0 5 5 8
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
APR 10 1973
PR. 10524
00.30

PALM BEACH COUNTY
1 2 6 8 8 7
FLORIDA
DOCUMENTARY SUR TAX
DEPT. OF REVENUE
APR 10 1973
PR. 10524
00.55

DEWY'S FORM R. L. 41

Quit-Claim Deed

FROM CORPORATION

To

This is not a Certified copy

19227 The H. & W. B. Dewey Company, Jacksonville, Florida. 78/22-16

REC-62 2143 PAGE 1721

Recorded in D R Book 66
Record verified
Palm Beach County, Fla.
John B. Conkle
Clerk Circuit Court

APR 10 1973

PARCEL
5

REC'D 1239 REC 59
TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

JUL 26 11 20 AM '65

3455

DEED NO. 24018 (1339-50)

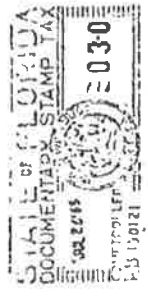
THIS INDENTURE, made this 23rd day of June, A. D. 1965,
by and between the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF
THE STATE OF FLORIDA, as the first parties, and the TOWN OF LAKE
PARK, a municipal corporation of the State of Florida, as the
second party.

WITNESSETH: Whereas, application having been made
April 21, 1965, by the second party for conveyance of the land
hereinafter described, for public purposes, being lands held by
the first parties, and said application having been approved by
the Trustees of the Internal Improvement Fund at their meeting
held June 22, 1965;

NOW, THEREFORE, the Trustees of the Internal Improvement
Fund of the State of Florida, in consideration of the premises and
the sum of One Dollar to them paid by the second party, receipt of
which is hereby acknowledged, have remised, released, granted and
conveyed, and by these presents hereby remise, release, grant and
convey, subject to the provisions hereinafter set forth, unto said
second party, its successors and assigns, the following described
land in PALM BEACH COUNTY, Florida, to-wit:

A parcel of sovereignty land in Lake Worth in Section 21,
Township 42 South, Range 43 East, Palm Beach County,
Florida, more particularly described as follows:

Beginning at a point in a line 35 feet north of and
parallel to the south line of said Section 21, said
point being in the high water line on the westerly shore
of Lake Worth at a distance of 126 feet South 88° 01' 45"
East from the easterly right of way line of Lake Shore
Drive according to the plat thereof recorded in Road Plat
Book 1, Page 157, Public Records of Palm Beach County,
Florida; thence North 37° 31' 45" West, along said high
water line, a distance of 83.50 feet; thence North 27° 46'
45" West, along said high water line, a distance of 78
feet; thence North 9° 09' 05" West, along said high water
line a distance of 60.0 feet, more or less, to a point in
the easterly projection of the south line of Lot 78, Block
114, Plat of Kelsey City, according to the plat thereof



PALM BEACH COUNTY

*Mason & Kilduff
Survey Party
w. p. 13*

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3.85

recorded in Plat Book 8, Page 28, Public Records of Palm Beach County, Florida; thence North 85° 22' 45" East, along said south line of Lot 28, Block 114, Kelsey City projected easterly, a distance of 521.69 feet to a point in the Town of Lake Park Bulkhead Line, established by Ordinance No. 28 on February 6, 1961, recorded in Plat Book 27, Page 1, Public Records of Palm Beach County, Florida, said point being in the arc of a curve concave to the southwest having a radius of 872.74 feet and a central angle of 17° 34' 03"; thence southeasterly and southerly along the arc of said curve and said Town of Lake Park Bulkhead Line, a distance of 267.59 feet to a point in the aforesaid parallel line 35 feet north of the south line of said Section 21; thence North 88° 01' 45" West along said parallel line, a distance of 473.67 feet to the Point of Beginning; containing 2.748 acres, more or less.

This deed is granted subject to the following provisions and limitations, viz:

1. In the event the said Town of Lake Park shall (a) use said lands for other than public purposes, or (b) for a period of three consecutive years shall fail and neglect to maintain and use the same for said purposes, the interest herein granted shall automatically revert to and revest in the Trustees of the Internal Improvement Fund.
2. The Trustees of the Internal Improvement Fund hereby reserve unto themselves and their successors title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on, or under the above described land.

TO HAVE AND TO HOLD said premises and the appurtenances thereof, subject to the above mentioned provisions and limitations, unto said second party, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 29th day of June, A. D. 1965.

Wayne M. Brown
Governor

Ray E. Green
Comptroller

Harold Miller
Treasurer

Earl Trickett
Attorney General

Jack Brown
Commissioner of Agriculture

(SEAL)
Trustees I. I. Fund

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

Recorded in Official Record Book
of Palm Beach County, Florida
JOHN B. DUNKLE
CLERK OF CIRCUIT COURT.

Warranty Deed

1965 FEB 17 766

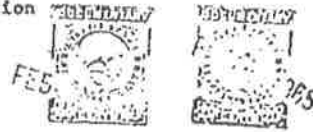
EUGENE F. DIE
LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA

PLAT 1154 PAGE 25

PARCEL
6

*Parcel
6
no
executive*

THIS INDENTURE, made this 28th day of January 19 65
between MAX SCHMIDT and THERESA H. SCHMIDT, his wife, and WALTER K. SCHMIDT and
DORATHEA E. SCHMIDT, his wife
Grantor, and TOWN OF LAKE PARK, FLORIDA, a municipal corporation
Grantee, whose mailing address is: Town Hall
Lake Park, Florida



Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantor, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, his heirs, successors, and assigns forever, the following described land situate, lying and being in Palm Beach County, Florida:

That part of Government Lot 4 of Section 21, Township 42 South, Range 43 East, lying easterly of the Plat of Kelsey City on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, pages 18, 23 and 35; bounded on the North by an extension easterly of the South line of Lot 28, Block 114, as shown on the said plat of Kelsey City, Florida, and bounded on the South by the South line of said Government Lot 4,

SUBJECT to the road rights of way of Lake Shore Drive and Silver Beach Road as shown on Plat.

SUBJECT to taxes for the year 1965 and thereafter.



Each of the words "Grantor" and "Grantee" and the pronouns referring thereto, whenever used herein, whether in the singular or plural shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, and shall include the heirs, legal representatives, successors, and assigns of said parties, wherever the context so implies or admits.

Grantee does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In witness whereof, Grantor has executed this deed under seal on the above date.

Signed, sealed, and delivered in the presence of:

*Eugene F. Die
Dorothy Harrison*

Max F. Schmidt (SEAL)
Max Schmidt
Theresa H. Schmidt (SEAL)
Theresa H. Schmidt
Walter K. Schmidt (SEAL)
Walter K. Schmidt
Doratheia E. Schmidt (SEAL)
Doratheia E. Schmidt

STATE OF FLORIDA)
) SS:
COUNTY OF PALM)
) BEACH

Before me personally appeared

Max Schmidt and Theresa H. Schmidt, his wife, Walter K. Schmidt and Doratheia E. Schmidt, his wife

5/19/68

to me well known and known to me to be the individual described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed. Witness my hand and official seal this January 28, 1965

My Commission Expires: 5/19/68

Dorothy Harrison
Notary Public in and for the County and State aforesaid.

Recorded in Official Record Book
of Palm Beach County, Florida
JOHN R. DUNKLE
CLERK OF CIRCUIT COURT

EXHIBIT
"B"

EASEMENT

768

EASE
MEN

EASEMENT GRANT

FILED

1154 PAGE 30

1965 FEB 4 PIA 3 20

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KNOW ALL MEN BY THESE PRESENTS, that the Town of Lake Park, Florida, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby give, grant and convey unto THERESA M. SCHMIDT, WALTER K. SCHMIDT, DORATHEA E. SCHMIDT, and MAX SCHMIDT, their heirs, successors and assigns, a perpetual easement for navigation, docking, and other marine purposes for boats owned or used by residents or owners of the land abutting this easement on the South and used in connection with the ownership or residence on such land which abutts this easement directly South of said easement, over and across the following described property situate, lying and being in Palm Beach County, Florida:

All of that portion of the South 35 feet of Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being bounded on the East by the Town of Lake Park Bulkhead Line as established by Ordinance No. 28, and on the West by the southerly extension of the easterly face of an existing bulkhead, said southerly extension making an angle of intersection with the South line of said Section 21 of 82° 54' 30", measured from North to West at a distance of 66.3 feet easterly from, measured along said South line of Section 21, the Northwest corner of Lot 54 of Riviera Shores, according to the plat thereof recorded in Plat Book 25, page 147, Public Records of Palm Beach County, Florida.

The said Town of Lake Park, Florida, does hereby covenant and agree that it will not install, place or locate any structures, such as docks, pilings, buoys, or other installations within the above described property that is located easterly of the approx. high water line shown on the attached Survey No. 7114.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its Mayor and attested by its Town Clerk, and its corporate seal to be affixed hereto the day and year aforesaid.

EXHIBIT
"C"

Signed, sealed and delivered in the presence of:

William A. Bryant
William K. O'Beard

TOWN OF LAKE PARK, FLORIDA (SEAL)

By: *William Brant*
William Brant, Mayor

ATTEST:

Thelma Compton
Thelma Compton, Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared WILLIAM BRANT and THELMA COMPTON, Mayor and Town Clerk respectively of the Town of Lake Park, Florida, to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the foregoing instrument as said municipal officers of said town, and have certified to the undersigned that they are duly authorized to grant said easement, and that they affixed thereto the official seal of the said Town of Lake Park, Florida.

Witness my hand and official seal this *38* day of *January* 1965.

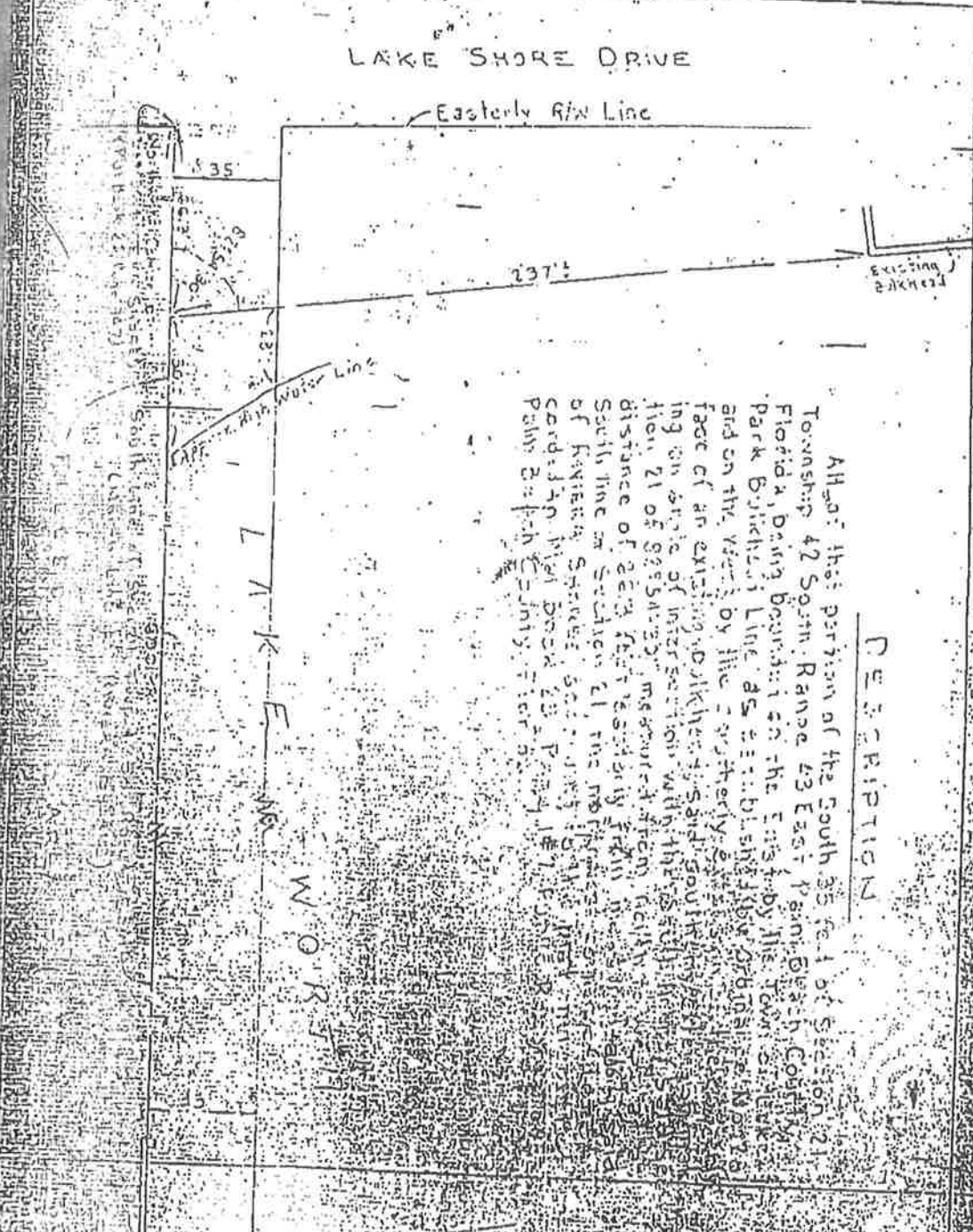
Michael E. Manning
Notary Public

My commission expires 1-21-66

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 21, 1966
PURGED THROUGH THE 1965 ELECTION

LAKE SHORE DRIVE

Easterly R/W Line



DESCRIPTION

All of that portion of the South 35 feet of Section 2 Township 42 South Range 43 East Palm Beach County Florida, being bounded on the East by the Town Street Park Boulevard Line as established by Ordinance No. 20 and on the West by the Easterly Right of Way Line and on the North by the South line of the existing Dulheim's Subdivision, being the face of an existing building, and on the South by the line on site of intersection with the South line of Section 21 of 8854230, measured from the North line of Section 21, the north line of the lot of KAYENA STREET 500 feet wide, the line of the cardinal line of the dock 25 feet wide, the line of the Palm Beach County Fair 25 feet wide.

BROCKWAY, WEBER & BROCKWAY
 ENGINEERS
 WEST PALM BEACH, FLORIDA

FIELD	DATE	BY
OFFICE	DATE	BY
INDEXED	DATE	BY
RECEIVED	DATE	BY

Recorded in Official Record Book
 of the Palm Beach County, Florida
 JOHN B. DUNKLE
 CLERK OF THE CIRCUIT COURT

PARCEL 6

ORIGINAL

County Deed
F.S. 129-411

APR-03-1996 1:19pm 96-11131-0
ORB 9195 Pg 1555
21 00 00 00 00 00 00 00 00 00

RETURN TO: BOSS C. MERINS
PROPERTY & REAL ESTATE MANAGEMENT
3323 BELVEDERE ROAD, BUILDING 503
WEST PALM BEACH, FLORIDA 33406

R96-331-0

Folio: 36-43-42-21-00-004-0010

COUNTY DEED

THIS DEED, made this day of MAR 19 1996 , 19 , by
PALM BEACH COUNTY, a political subdivision of the State of Florida,
party of the first part, and TOWN OF LAKE PARK, a municipal
corporation, whose post office address is 535 Park Avenue, Lake
Park, Florida, 33403, County of Palm Beach, State of Florida, party
of the second part.

W I T N E S S E T H: That the said party of the first
part, for and in consideration of the sum of Ten Dollars (\$10.00)
to it in hand paid by the party of the second part, receipt whereof
if hereby acknowledged, has granted, bargained and sold to the
party of the second part, his/her heirs and assigns forever, the
following described land lying and being in Palm Beach County,
Florida:

That part of Government Lot 4 of Section 21,
Township 42 South, Range 43 East, lying
Easterly of the Plat of Kelsey City on file in
the office of the Clerk of the Circuit Court
in and for Palm Beach County, Florida,
recorded in Plat Book 8, pages 18, 23 and 35,
bounded on the North by an extension Easterly
of the South line of Lot 28, Block 114, as
shown on the said Plat of Kelsey City,
Florida, and bounded on the South by the South
line of said Government Lot 4.

Subject to the road rights-of-way of Lake
Shore Drive and Silver Beach Road as shown on
Plat.

The purpose of this quit-claim deed is to (i)
relinquish any and all rights, title, claims
or interest of Grantor in the above described
property arising as a result of that certain
Final Judgement recorded in Official Record
Book 1902, page 1322, public records of Palm
Beach County, Florida, and (ii) convey all the
Grantor's right, title and interest in the
above described property to the Grantee.

ORB 9195 Pg 1556

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: April C. Smith
Deputy Clerk



MAR 19 1996

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Paul F. King
Asst. County Attorney

R96-331-D

dm-d LP

Return to: Town of Lake Park
TOWN CLERK
535 Park Avenue
Lake Park, FL 33403
561-848-3544

PARCEL 7

This Instrument Prepared By:
Tom Butler
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32309

Jul-24-2009 11:28am 00-275707
DRB 11909 Pg 636

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 30193
BOT FILE NO. 500219836

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH, that for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 21,
Township 42 South, Range 43 East, in Lake Worth,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated October 8, 1999.

TO HAVE THE USE OF the hereinabove described premises for a period of 30 years from May 4, 2000, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for construction of a breakwater and Grantee shall not engage in any activity except as described in the Department of Environmental Protection Standard General Permit No. 50-D140569-001, dated May 2, 2000, incorporated herein and made a part of this easement by reference.

2. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title in the lands described herein nor guarantees the suitability of any of the lands for any particular use.

3. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any manner pertaining to this easement.

7. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Lake Park
 535 Park Avenue
 Lake Park, Florida 33403
 Re: Breakwater for Town of Lake Park Marina

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

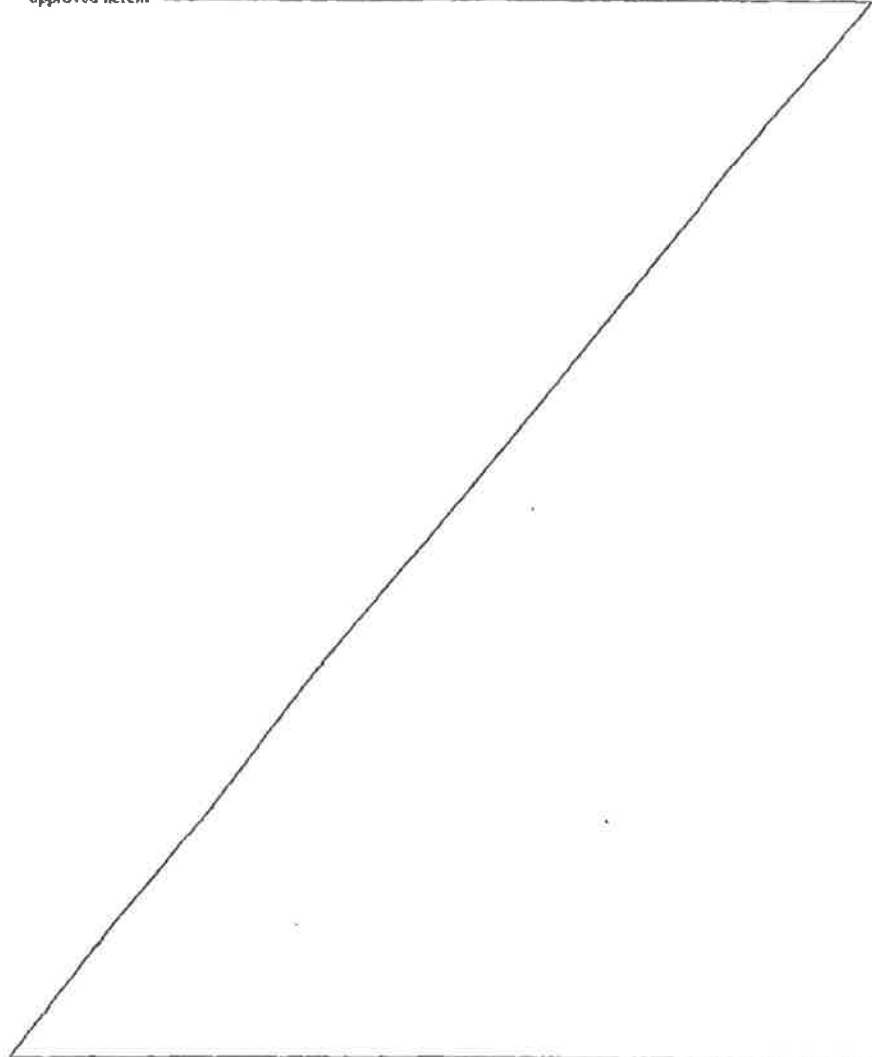
15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. ACQI AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 38-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable, provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST. During the term of this easement, Grantee, pursuant to section 18-21.009, Florida Administrative Code, must either be the record owner of the riparian upland property or have the written consent of the riparian upland property owner(s) to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

19. ACCRETION INTEREST. In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.



WITNESSES:

Tania A. Bahel-Stuwer
Original Signature

TANIA A. BAHEL-STUWER
Typed/Printed Name of Witness

A. D. Swerd
Original Signature

Aelone D. Swerd
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Palm Beach County

The foregoing instrument was acknowledged before me this 14th day of July, 2000, by
Melissa L. McKeer, Director of District Management, Southeast District, Department of Environmental Protection, who is personally known to me

APPROVED AS TO FORM AND LEGALITY: Mary C. Murphy, Acting Director of District Management
Maria D. Verbeno Suarez
Notary Public, State of Florida

Mary C. Murphy
Attorney

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SFAL)

BY Mary C. Murphy
FOR Melissa L. McKeer, Director of District Management
Southeast District, Department of Environmental Protection,
as agent for the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida --

"GRANTOR"



Commission/Serial No. _____

WITNESSES:

Mary Wolcott
Original Signature

Mary Wolcott
Typed/Printed Name of Witness

BL Goralski
Original Signature

BL Goralski
Typed/Printed Name of Witness

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of June, 2000, by
William H. Wagner as Mayor, for and on behalf of the Town of Lake Park, a Florida municipal corporation. He is personally known to me or produced _____ as identification.

My Commission Expires: 6-16-2000

Commission/Serial No. CC911110

Town of Lake Park, a Florida municipal corporation (SFAL)

BY William H. Wagner
Original Signature of Executing Authority

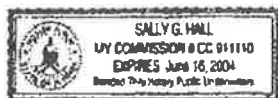
William H. Wagner
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"GRANTEE"

Sally G. Hall
Notary Public, State of Florida

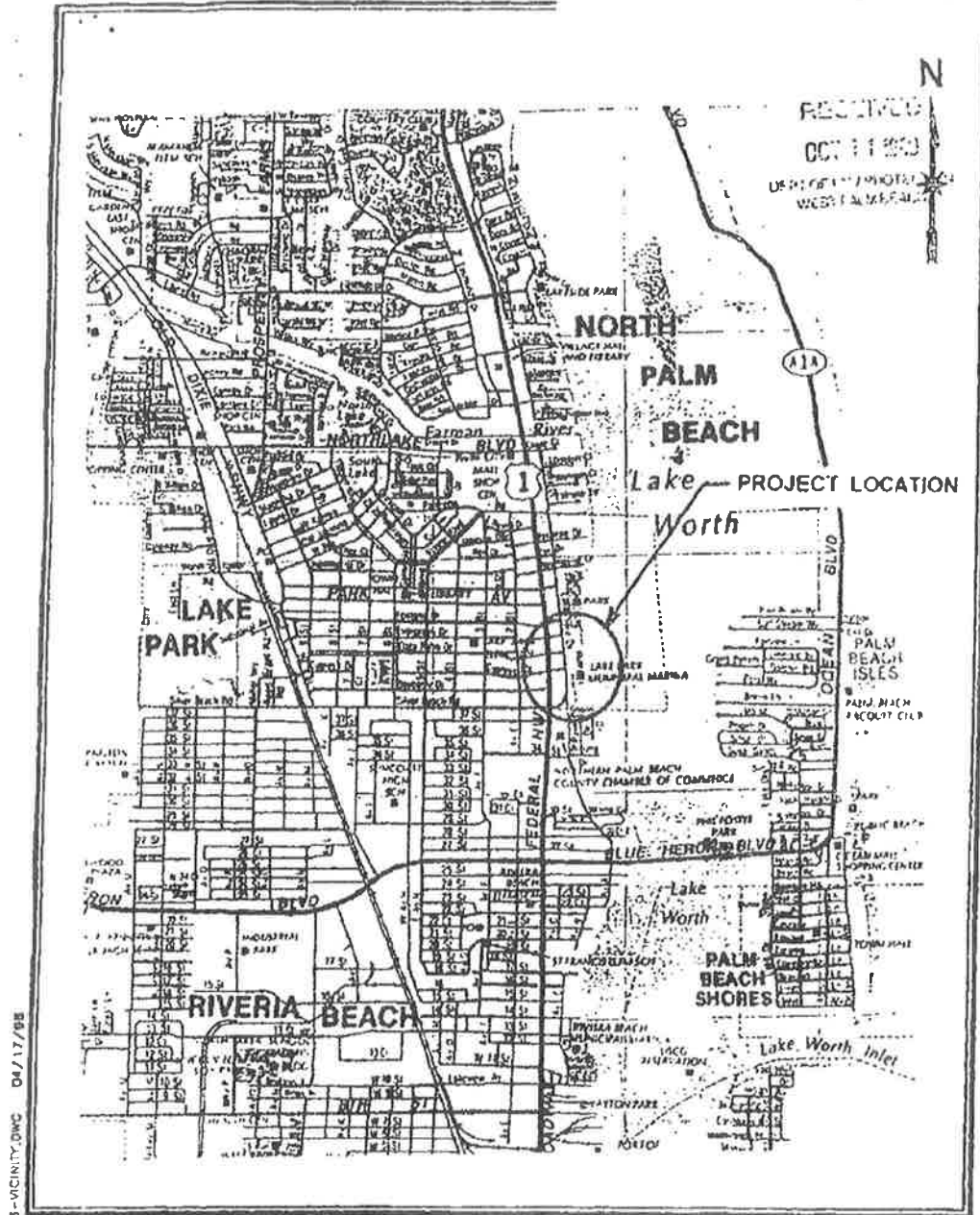
Sally G. Hall
Printed, Typed or Stamped Name



RECEIVED

JUL 11 2000

DEPT OF ENV PROTECTION
WEST PALM BEACH

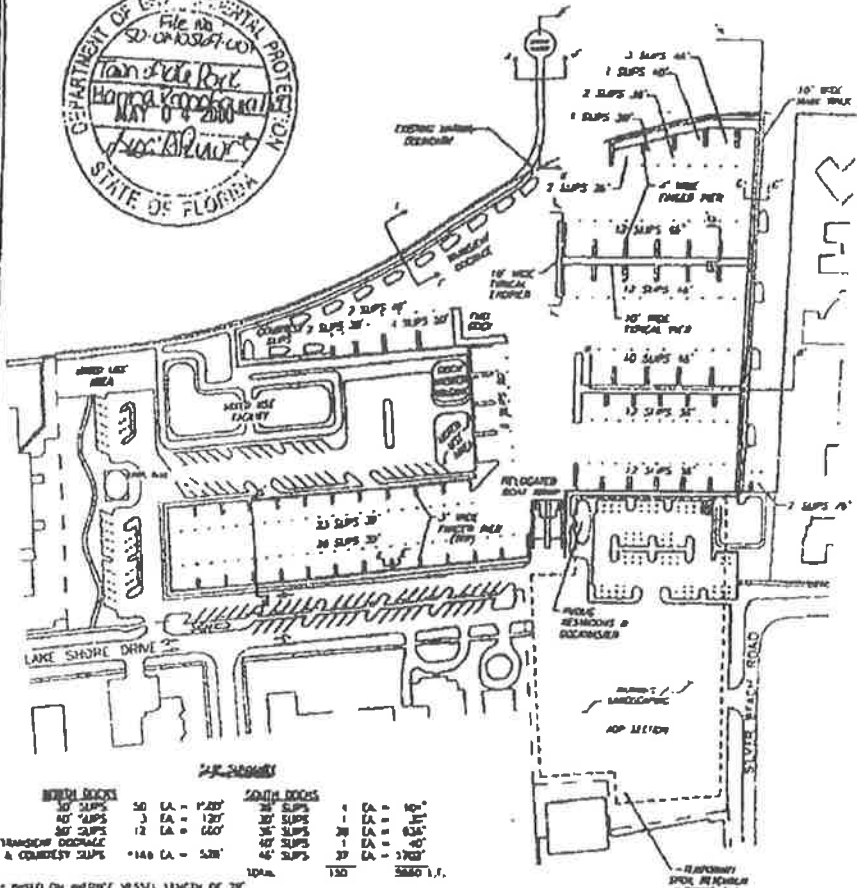


888 - VICINITY.DWG 04/17/98

Figure 1
VICINITY MAP
LAKE PARK MARINA



RECEIVED
 JUL 11 2000
 DEPT OF ENV PROTECTION
 WEST PALM BEACH



DBP Figure 10/26/99

**LAKE PARK MARINA
SUBMERGED LAND PUBLIC EASEMENT**

RECEIVED
JUL 11 2000
DEPT OF ENVIRONMENTAL
PROTECTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN LAKE WORTH (WATER BODY), SECTION 21, TOWNSHIP 42, SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE TOWN OF LAKE PARK BULKHEAD LINE PLAT, AS RECORDED IN PLAT BOOK 27, PAGE 1, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING AT THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 872.74 FEET AND WHOSE RADIUS POINT BEARS S89°55'45"W. (ALL BEARINGS ARE RELATIVE THERETO), THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'27", 320.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°26'07", 37.09 FEET; THENCE S76°19'44"E, 171.81 FEET TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS S27°44'19"E; THENCE CLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 262°49'09", 91.74 FEET; THENCE N76°19'44"W, 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5938 SQUARE FEET, MOPE OR LESS

RECEIVED

JUL 9 2000

DEPT OF ENVIRONMENTAL PROTECTION

SKETCH OF LEGAL DESCRIPTION
 (THIS IS NOT A SURVEY)

**PROPOSED
 SUBMERGED LAND PUBLIC EASEMENT**

SUBMERGED LAND
 PARCEL 3
 (ORB 694, PAGE 327)

$R=872.74'$
 $\Delta=02^{\circ}26'07''$
 $A=37.09'$

$A=18.10'$

$S85^{\circ}22'45''W$
 $435.3' \pm$

P. O. B.

SEAWALL
 M. H. W. L.

LAKE PARK MARINA
 SUBMERGED LAND PARCEL 5

BULKHEAD LINE
 (PLAT BOOK 27, PAGE 1)

$S87^{\circ}56'45''E$
 $485.3' \pm$

SUBMERGED LAND PARCEL 6
 (ORD 1154, PAGE 25)
 RADIAL BEARING $S89^{\circ}55'45''W$

S. LINE SECTION 21, TWP 42E, RNG 43E
 $S88^{\circ}01'45''E$

SEAWALL
 M. H. W. L.

LOT 4B
 RIVIERA SHORES
 (PLAT BOOK 26, PAGE 147)

$N00^{\circ}04'15''W$
 $0.30'$

P. O. C.
 SOUTHEAST CORNER
 BULKHEAD LINE PLAT

DAILEY
 AND ASSOCIATES, INC.

SURVEYING & MAPPING
 112 N. U.S. HIGHWAY NO. 1
 TALLAHASSEE, FLORIDA 32301
 PHONE: (904) 746-8424



SCALE 1" = 50'

$S76^{\circ}19'44''E$ 171.81'

RADIAL BEARING
 $S27^{\circ}44'19''E$
 $N76^{\circ}19'44''W$ 150.00'

$R=20.00'$
 $\Delta=262^{\circ}49'09''$
 $A=91.74'$

$R=872.74'$
 $\Delta=21^{\circ}03'27''$
 $A=320.75'$

SEAWALL

LAKE WORTH

Dan H. Dailey
 DAN H. DAILEY
 DAILEY AND ASSOCIATES, INC.
 FLORIDA P. S. M. NO. 2439

LEGEND

- P. O. C. - POINT OF COMMENCEMENT
- P. O. B. - POINT OF BEGINNING
- R - RADIUS
- A - CENTRAL ANGLE
- A - ARC LENGTH
- ORB - OFFICIAL RECORDS BOOK
- M. H. W. L. - MEAN HIGH WATER LINE

DATE: 10/8/99

SHEET 2 OF 2

JOB NO.: 96-2311A

RECEIVED

JUL 11 2000

DEPT OF ENV PROTECTION
 WEST PALM BEACH

Return to: Town of Lake Park
Town Clerk
535 Park Avenue
Lake Park, FL 33403
561-848-3544

PARCEL 7

This Instrument Prepared By:
Tom Baker
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32309

Jul-24-2009 11:20am 00-275707
ORB 11909 Pg 636

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 00193
BOT FILE NO. 500219836

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor

WITNESSETH, That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 21,
Township 42 South, Range 43 East, in Lake Worth,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated October 8, 1999

TO HAVE THE USE OF the hereinabove described premises for a period of 30 years from May 4, 2000, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for construction of a breakwater and Grantee shall not engage in any activity except as described in the Department of Environmental Protection Standard General Permit No. 50-0140569-001, dated May 2, 2000, incorporated herein and made a part of this easement by reference.
2. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title in the lands described herein nor guarantees the suitability of any of the lands for any particular use.
3. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. VENUE: Grantee waives venue in any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Re: Breakwater for Town of Lake Park Marina

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

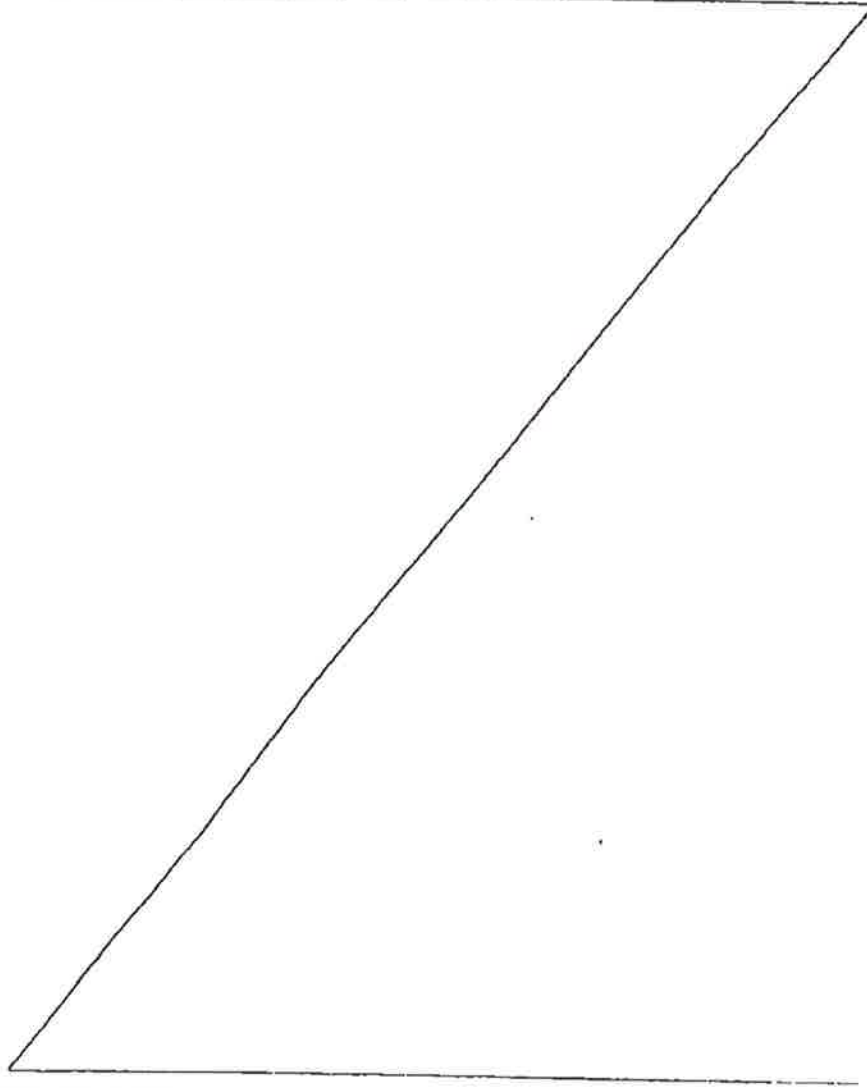
15. AMENDMENTS/ MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereign, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable, provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST. During the term of this easement, Grantee, pursuant to section 18-21.009, Florida Administrative Code, must either be the record owner of the riparian upland property or have the written consent of the riparian upland property owner(s) to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

19. ACCRETION INTEREST. In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.



WITNESSES

Tania A. Bahel-Studer
Original Signature

TANIA A. BAHEL-STUDER
Typed/Printed Name of Witness

A. D. Swind
Original Signature

Arlene D. Swind
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF West Palm Beach County

The foregoing instrument was acknowledged before me this 14th day of July, 2000, by Melissa L. Meeker, Director of District Management, Southeast District, Department of Environmental Protection, who is personally known to me

* Mary C. Murphy, Acting Director of District Management
APPROVED AS TO FORM AND LEGALITY

[Signature]
DIT Attorney

BY [Signature]
FOR Melissa L. Meeker, Director of District Management, Southeast District, Department of Environmental Protection, as Agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

"GRANTOR"

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name: MARIA D VERJENO-SUAREZ
My Commission Expires: EXPIRES March 1, 2002

Commission/Serial No. _____

WITNESSES:

[Signature]
Original Signature

Mary Walcott
Typed/Printed Name of Witness

[Signature]
Original Signature

BL Goralski
Typed/Printed Name of Witness

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of June, 2000, by William H. Wagner as Mayor, for and on behalf of the Town of Lake Park, a Florida municipal corporation. He is personally known to me or produced as identification.

My Commission Expires: 6-16-2000

Commission/Serial No. CC91110

BY [Signature]
Original Signature of Executing Authority

William H. Wagner
Typed/Printed Name of Executive Authority

Mayor
Title of Executing Authority

Town of Lake Park, a Florida municipal corporation (SEAL)

"GRANTEE"

[Signature]
Notary Public, State of Florida

Sally G Hall
Printed, Typed or Stamped Name



RECEIVED
JUL 11 2000
DEPT OF ENV PROTECTION
WEST PALM BEACH

N

RECEIVED
OCT 11 2000
DEPT OF ENV PROTECT
WEST PALM BEACH

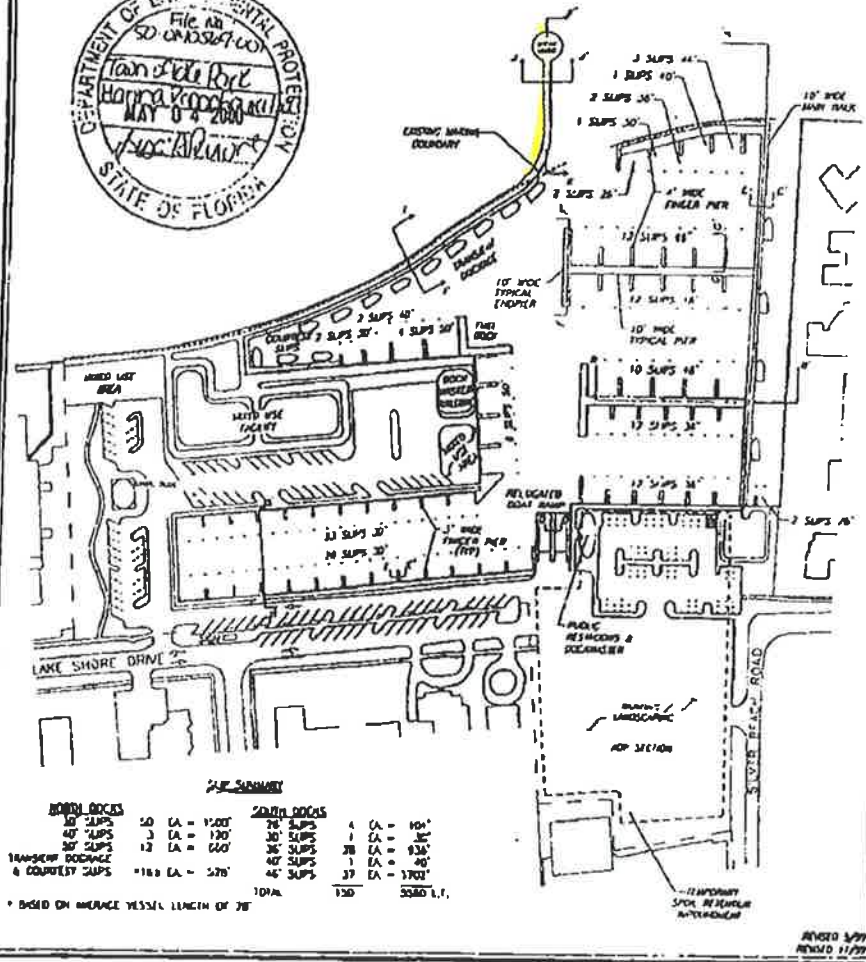


BBB-VICINITY.DWG 04/17/98

Figure 1
VICINITY MAP
LAKE PARK MARINA



RECEIVED
JUL 11 2000
DEPT OF ENV PROTECTION
WEST PALM BEACH



DRB 11909-010 10/28/99

**LAKE PARK MARINA
SUBMERGED LAND PUBLIC EASEMENT**

RECEIVED
JUL 11 2000
DEPARTMENT OF ENVIRONMENTAL PROTECTION
W. SUZUKI

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN LAKE WORTH (WATER BODY), SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF THE TOWN OF LAKE PARK BULKHEAD LINE PLAT, AS RECORDED IN PLAT BOOK 27, PAGE 1, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING AT THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 872.74 FEET AND WHOSE RADIUS POINT BEARS S89°55'45"W. (ALL BEARINGS ARE RELATIVE THERETO). THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'27", 320.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°26'07", 37.09 FEET; THENCE S76°19'44"E, 171.81 FEET TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS S27°44'19"E; THENCE CLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 262°49'09", 91.74 FEET; THENCE N76°19'44"W, 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5938 SQUARE FEET, MORE OR LESS

RECEIVED

JUL 11 2000

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SKETCH OF LEGAL DESCRIPTION
 (THIS IS NOT A SURVEY)

PROPOSED
 SUBMERGED LAND PUBLIC EASEMENT



SUBMERGED LAND
 PARCEL 3
 (ORB 694, PAGE 327)

$R=872.74'$
 $\Delta=02^{\circ}26'07''$
 $A=37.09'$

$A=18.10'$

$S85^{\circ}22'45''W$
 $435.3' \pm$

P. O. B.

SEAWALL
 M. H. W. L.

LAKE PARK MARINA
 SUBMERGED LAND PARCEL 5

BULKHEAD LINE
 (PLAT BOOK 27, PAGE 1)

$S07^{\circ}56'45''E$
 $485.3' \pm$

SUBMERGED LAND PARCEL 6
 (ORB 1154, PAGE 25)

RADIAL BEARING $S89^{\circ}55'45''W$

S. LINE SECTION 21, TWP 42E, RNG 43E
 $S88^{\circ}01'45''E$

SEAWALL
 M. H. W. L.

LOT 4B
 RIVIERA SHORES
 (PLAT BOOK 26, PAGE 147)

$S76^{\circ}19'44''E$ 171.81'

0.30'

RADIAL BEARING
 $S27^{\circ}44'19''E$

$N76^{\circ}19'44''N$ 150.00'

SCALE 1" = 50'

$R=20.00'$
 $\Delta=262^{\circ}49'09''$
 $A=91.74'$

$R=872.74'$
 $\Delta=21^{\circ}03'27''$
 $A=320.75'$

SEAWALL

LAKE WORTH

Paul W. Dailey
 PAUL W. DAILEY
 DAILEY AND ASSOCIATES, INC.
 FLORIDA P.S.M. NO. 2439

LEGEND

- P. O. C. - POINT OF COMMENCEMENT
- P. O. B. - POINT OF BEGINNING
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH
- ORB - OFFICIAL RECORDS BOOK
- M. H. W. L. - MEAN HIGH WATER LINE

P. O. C.
 SOUTHEAST CORNER
 BULKHEAD LINE PLAT

DAILEY
 AND ASSOCIATES, INC.
 SURVEYING & MAPPING

112 N. U.S. HIGHWAY NO. 1
 YEAZIEBIA, FLORIDA 33411
 PHONE: (561) 746-8424

$N00^{\circ}04'15''N$
 0.30'

DATE: 10/6/99

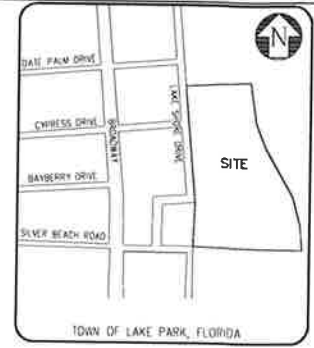
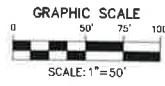
SHEET 2 OF 2

JOB NO.: 95-231MA

RECEIVED

JUL 11 2000

DEPT OF ENV PROTECTION
 WEST PALM BEACH



SURVEYOR'S LEGEND

PB PLAT BOOK
 PC PAGE
 R RADIUS
 A ANGLE
 L LENGTH
 D DESCRIPTION
 PCN PARCEL CONTROL NUMBER

PARCEL 1
 AN EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A DRAINAGE DITCH IN OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT THE LAND BOUNDED ON THE NORTH BY THE EASTERN EXTENSION OF THE NORTH LINE OF LOT 13, BLOCK 115, KELSEY CITY (NOW LAKE PARK) RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ON THE EAST BY THE WATERS OF LAKE NORTH, ON THE SOUTH BY THE EASTERN EXTENSION OF THE SOUTH LINE OF LOT 17, BLOCK 115 AND ON THE WEST BY THE EAST LINE OF LAKE SHORE DRIVE, AND ALL OF KELSEY CITY (NOW LAKE PARK), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 1A
 A PARCEL OF SOVEREIGNTY LAND IN LAKE NORTH IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BOUNDARY ON THE NORTH BY THE EASTERN EXTENSION OF THE NORTH LINE OF LOT 17, BLOCK 115, ACCORDING TO THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDARY ON THE EAST BY THE BULKHEAD LINE AS RECORDED IN PLAT BOOK 27, PAGE 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDARY ON THE SOUTH BY THE EASTERN EXTENSION OF THE SOUTH LINE OF LOT 17, BLOCK 115, ACCORDING TO SAID PLAT OF KELSEY CITY AND BOUNDARY ON THE WEST BY THE WATERS EDGE OF LAKE NORTH.

PARCEL 2
 A TRACT OF LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT OF WAY IS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EASTERN PROJECTION OF THE NORTH LINE OF LOT 16, BLOCK 115, AS SHOWN ON SAID PLAT; THENCE NORTH 89°27'45" EAST, ALONG THE SAID EASTERN PROJECTION OF THE NORTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE NORTH; THENCE SOUTH 50°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 80 FEET; THENCE SOUTH 18°15'15" EAST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH OF 10°20' WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 185 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE NORTH 08°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 240 FEET; THENCE NORTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 100 FEET; THENCE SOUTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE NORTH 08°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 180 FEET; THENCE SOUTH 05°15'15" EAST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 28 FEET TO A POINT IN THE EASTERN RIGHT OF WAY OF SAID LAKE SHORE DRIVE; THENCE NORTH 60°15'15" WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE, A DISTANCE OF 800 FEET TO THE POINT OF BEGINNING.

PARCEL 3
 A TRACT OF SOVEREIGNTY LAND IN LAKE NORTH IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT OF WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT OF WAY IS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EASTERN PROJECTION OF THE NORTH LINE OF LOT 16, BLOCK 115, AS SHOWN ON SAID PLAT; THENCE NORTH 89°27'45" EAST, ALONG SAID EASTERN PROJECTION OF THE NORTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE NORTH; THENCE SOUTH 50°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 80 FEET; THENCE SOUTH 18°15'15" EAST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH OF 10°20' WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 185 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE NORTH 08°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 240 FEET; THENCE NORTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 100 FEET; THENCE SOUTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE NORTH 08°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 180 FEET; THENCE SOUTH 05°15'15" EAST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 28 FEET TO A POINT IN THE EASTERN RIGHT OF WAY OF SAID LAKE SHORE DRIVE; THENCE NORTH 60°15'15" WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE, A DISTANCE OF 800 FEET TO THE POINT OF BEGINNING.

PARCEL 4
 BEGINNING AT A POINT ON THE EAST LINE OF LAKE SHORE DRIVE AS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHERE THE EASTERN EXTENSION OF THE NORTH LINE OF LOT 17, BLOCK 115 OF KELSEY CITY INTERSECTS SAID EAST LINE OF LAKE SHORE DRIVE, THENCE RUN IN AN EASTERN DIRECTION ALONG THE EASTERN EXTENSION OF THE SAID NORTH LINE OF LOT 17, BLOCK 115, KELSEY CITY, TO THE WATERS OF LAKE NORTH; THENCE RUN IN A SOUTHERN DIRECTION ALONG THE WATERS EDGE OF LAKE NORTH, THENCE RUN IN AN EASTERN DIRECTION ALONG THE EASTERN EXTENSION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY, TO A POINT WHERE SAID EASTERN EXTENSION OF THE SOUTH LINE OF LOT 28, BLOCK 114, KELSEY CITY, INTERSECTS THE EAST LINE OF SAID LAKE SHORE DRIVE; THENCE RUN IN A NORTHERN DIRECTION ALONG THE SAID EAST LINE OF LAKE SHORE DRIVE TO THE POINT OF BEGINNING.

PARCEL 5
 A PARCEL OF SOVEREIGNTY LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN A LINE 35 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, SAID POINT BEING IN THE HIGH WATER LINE ON THE WESTERN SHORE OF LAKE NORTH AT A DISTANCE OF 105 FEET SOUTH BROADWAY EAST FROM THE EASTERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN SAID PLAT BOOK 8, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 37°31'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 63.50 FEET; THENCE NORTH 29°46'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 78 FEET; THENCE NORTH 08°05'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 548 FEET; THENCE NORTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 100 FEET; THENCE SOUTH 82°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE NORTH 08°15'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 35 FEET; THENCE SOUTH 77°24'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 180 FEET; THENCE SOUTH 05°15'15" EAST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 175 FEET TO A POINT IN THE EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK); THENCE SOUTH 89°27'45" WEST ALONG SAID EASTERN PROJECTION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID PLAT OF KELSEY CITY (NOW LAKE PARK), A DISTANCE OF 28 FEET TO A POINT IN THE EASTERN RIGHT OF WAY OF SAID LAKE SHORE DRIVE; THENCE NORTH 60°15'15" WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE, A DISTANCE OF 800 FEET TO THE POINT OF BEGINNING.

PARCEL 6
 THAT PART OF GOVERNMENT LOT 4 OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING EASTERLY OF THE PLAT OF KELSEY CITY (NOW LAKE PARK) RECORDED IN PLAT BOOK 8, PAGES 18, 23 AND 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDARY ON THE NORTH BY AN EXTENSION EASTERLY OF THE SOUTH LINE OF LOT 28, BLOCK 114, AS SHOWN ON SAID PLAT OF KELSEY CITY, AND BOUNDARY ON THE SOUTH BY THE SOUTH LINE OF GOVERNMENT LOT 4.

PARCEL 7
 SOVEREIGN SHORELANDS CASEMENT FROM THE TOWN RECORDED IN DRS 11930, PAGE 636 TO BE USED SOLELY FOR CONSTRUCTION OF A BREAKWATER TOWARD THE TOWN TO BE LOCATED EASTERLY OF THE APPROXIMATE HIGH WATER LINE.

35' PERPETUAL EASEMENT
 TOWN TO SHOWN RECORDED IN DRS 1194, PAGE 30 FOR PERPETUAL EASEMENT FOR MANICURING, DOORING AND OTHER MAJOR PURPOSES RESTRICTIONS THAT THE TOWN WILL NOT INSTALL, PLACE OR LOCATE ANY STRUCTURES, SUCH AS BOOMS, PILING, BUOYS OR OTHER INSTALLATIONS WITHIN THE ABOVE PROPERTY THAT IS LOCATED EASTERLY OF THE APPROXIMATE HIGH WATER LINE.

NO.	DATE	REVISIONS	REMARKS

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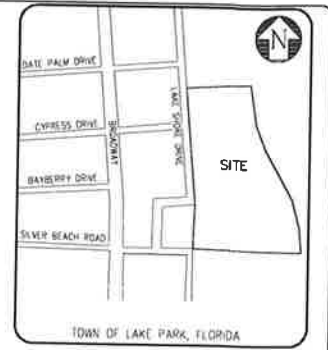
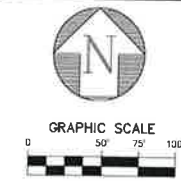
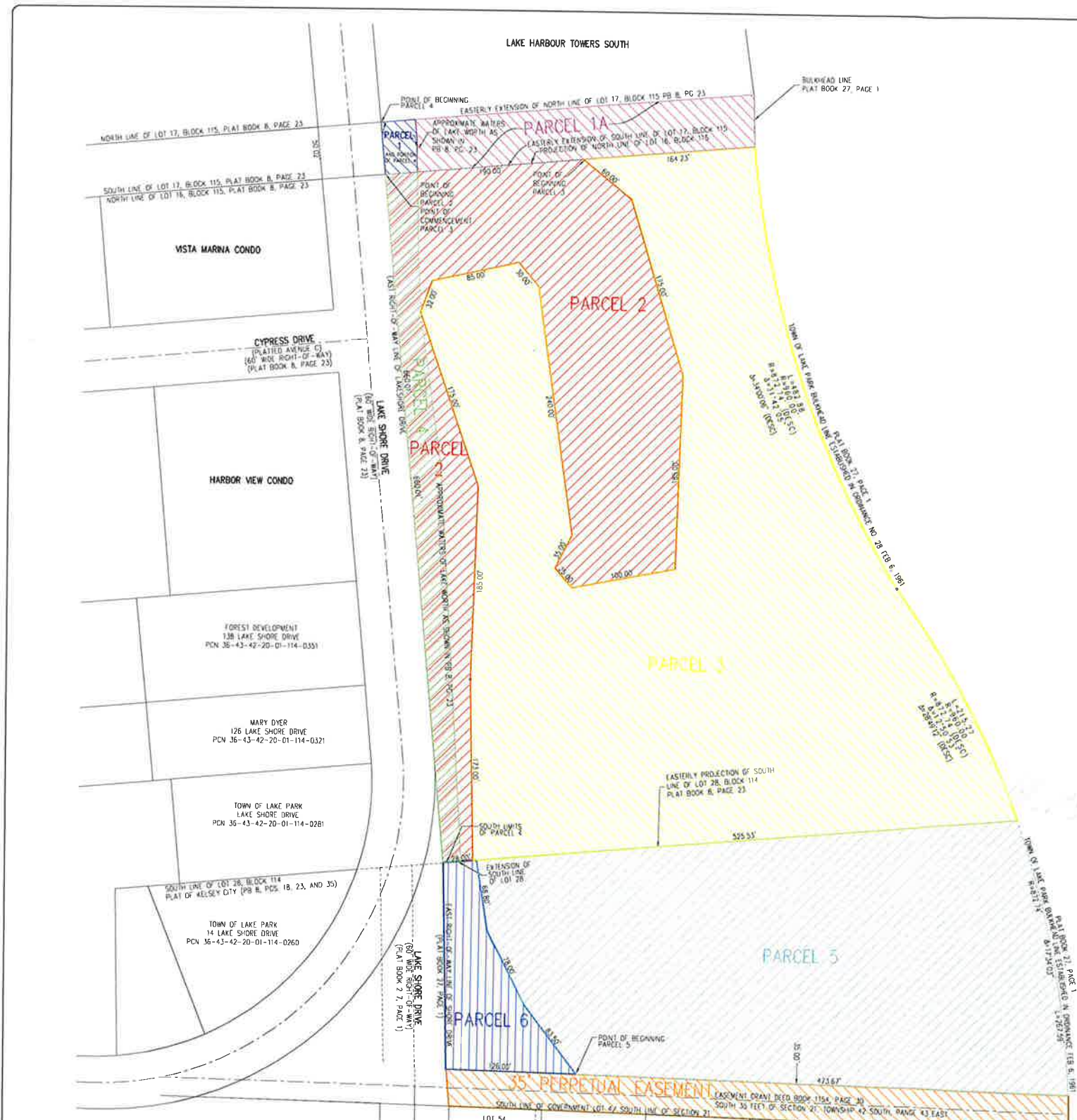
TOWN OF LAKE PARK

GRAPHIC EXHIBIT FOR



DATE	08-08-2019
SCALE	1"=50'
CAD FILE	18187.11
ISSUE PLOT	18187.11
DRAWN	J. MAIN
CHECKED	J. MAIN
JOB NO	18187.11

THIS IS NOT A SURVEY



SURVEYOR'S LEGEND
PB PLAT BOOK
PG PAGE
R RADIUS
A ANGLE
L LENGTH
D DESCRIPTION
PCN PARCEL CONTROL NUMBER

PARCEL 1
AN EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A BRANCH DITCH IN OVER AND UPON THE FOLLOWING DESCRIBED LAND TO THE LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 12, BLOCK 115, KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK B, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ON THE EAST BY THE WATERS OF LAKE WORTH, ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, BLOCK 115 AND ON THE WEST BY THE EAST LINE OF LAKE SHORE DRIVE, AND ALL OF KELSEY CITY (NOW LAKE PARK), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK B PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 1A
A PARCEL OF SOVEREIGNTY LAND IN LAKE WORTH IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 11, BLOCK 115, ACCORDING TO THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK B, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, BLOCK 115, ACCORDING TO SAID PLAT OF KELSEY CITY AND BOUNDED ON THE WEST BY THE WATERS EDGE OF LAKE WORTH.

PARCEL 2
A TRACT OF LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT OF WAY IS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK B, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EASTERLY PROJECTION OF THE NORTH LINE OF LOT 16, BLOCK 115, AS SHOWN ON SAID PLAT; THENCE NORTH 89°22'45" EAST, ALONG SAID EASTERLY PROJECTION OF THE NORTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE SOUTH 52°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 60 FEET; THENCE SOUTH 33°27'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 27°22'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 25 FEET; THENCE SOUTH 27°22'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 20 FEET; THENCE NORTH 40°37'15" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 30 FEET; THENCE SOUTH 77°22'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 20 FEET; THENCE SOUTH 77°22'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 30 FEET; THENCE SOUTH 33°27'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 52°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 60 FEET; THENCE SOUTH 89°22'45" EAST, ALONG SAID EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCEL 3
A TRACT OF SOVEREIGNTY LAND IN LAKE WORTH IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT OF WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT OF WAY IS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK B, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE EASTERLY PROJECTION OF THE NORTH LINE OF LOT 16, BLOCK 115, AS SHOWN ON THE PLAT OF KELSEY CITY; THENCE NORTH 89°22'45" EAST, ALONG SAID EASTERLY PROJECTION OF THE NORTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE SOUTH 52°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 60 FEET; THENCE SOUTH 33°27'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 27°22'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 25 FEET; THENCE SOUTH 27°22'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 20 FEET; THENCE NORTH 40°37'15" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 30 FEET; THENCE SOUTH 77°22'45" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 20 FEET; THENCE SOUTH 77°22'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 30 FEET; THENCE SOUTH 33°27'45" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 175 FEET; THENCE SOUTH 52°37'15" WEST ALONG SAID HIGH WATER LINE, A DISTANCE OF 60 FEET; THENCE SOUTH 89°22'45" EAST, ALONG SAID EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 16, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCEL 4
BEGINNING AT A POINT ON THE EAST LINE OF LAKE SHORE DRIVE AS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK B, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHERE THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 12, BLOCK 115 OF KELSEY CITY INTERSECTS SAID EAST LINE OF LAKE SHORE DRIVE; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE EASTERLY EXTENSION OF THE SAID EAST LINE OF LOT 12, BLOCK 115, KELSEY CITY, TO THE WATERS OF LAKE WORTH; THENCE RUN IN A SOUTHWEST DIRECTION ALONG THE WATERS EDGE OF LAKE WORTH TO A POINT WHERE THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 28, BLOCK 114 OF SAID KELSEY CITY, MEETS THE WATERS EDGE OF LAKE WORTH; THENCE RUN IN A WESTERLY DIRECTION ALONG THE WATERS EDGE OF LAKE WORTH TO THE POINT OF BEGINNING.

PARCEL 5
A PARCEL OF SOVEREIGNTY LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN A LINE 35 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, SAID POINT BEING IN THE HIGH WATER LINE OF THE WESTERLY SHORE OF LAKE WORTH AT A DISTANCE OF 126 FEET SOUTH 88°04'30" EAST FROM THE EASTERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE, ACCORDING TO THE PLAT THEREOF, RECORDED IN ROAD PLAT BOOK 1, PAGE 192, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°17'15" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 530 FEET; THENCE SOUTH 87°17'15" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 78 FEET; THENCE NORTH 88°04'30" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 2746'40" WEST, TO THE POINT OF BEGINNING.

PARCEL 6
THAT PART OF GOVERNMENT LOT 4 OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LAND, EASTERLY OF THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK B, PAGE 23 AND 30, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED ON THE NORTH BY AN EXTENSION, EASTERLY, OF THE SOUTH LINE OF LOT 28, BLOCK 114, AS SHOWN ON SAID PLAT OF KELSEY CITY, AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF GOVERNMENT LOT 4.

REVISIONS

NO.	DATE	REMARKS	BY
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RECORDED 2019 BY: ENGENUITY GROUP, INC. THIS DOCUMENT PROVIDES INFORMATION AND DOES NOT CONSTITUTE A PROFESSIONAL SURVEYING MAP. PROFESSIONAL SURVEYING AND MAPPING REPRESENTING ENGENUITY GROUP, INC.

TOWN OF LAKE PARK

engenuity group inc.
A member of the Engenuity Group
18187.11
18187.11
18187.11
J. MALIN

SCALE: 1"=50'

NO.	SCALE	DATE
1	1"=50'	08-08-2019

THIS IS NOT A SURVEY

JOB NO. 18187.11

DECKER

WATERFRONT REDEVELOPMENT OPPORTUNITY

TOWN OF LAKE PARK

Palm Beach County, Florida

REQUEST FOR DEVELOPER QUALIFICATIONS

TO

FORM A PUBLIC / PRIVATE PARTNERSHIP

FOR THE

REDEVELOPMENT OF THE TOWN WATERFRONT AND MARINA

RFDQ Number: 2000-1

Release Date: Monday, May 22, 2000

Final Submission Date: Monday, July 24, 2000

EXECUTIVE SUMMARY REQUEST FOR DEVELOPER QUALIFICATIONS

The Town of Lake Park hereby extends an invitation to qualified developers to submit Statements of Qualifications to serve as developer, business venture or facilities managers and operators for the Lake Park Waterfront/Marina Redevelopment Project. The potential Project Site includes public land occupying approximately 7.8 acres. Development concepts to be explored include but are not limited to a public/private, mixed use urban and waterfront place.

This RFDQ sets forth relevant information regarding the formation of a public/private partnership with the Town of Lake Park to redevelop properties surrounding and included in the Town of Lake Park's existing 150 slip municipal marina (Waterfront/Marina Revitalization Zone). The Revitalization Zone includes primarily Town owned properties, which can be made available for a long-term lease or operations and management partnership agreement. Several adjacent and nearby privately owned properties may also be available for purchase and inclusion in the Redevelopment Project.

The Town's objective with this Project is for it to serve as a catalyst for the revitalization of southeast Lake Park. The completed project should serve as a public destination and community focal point and can include both public and private elements. Permissible uses include residential, commercial, office and mixed use elements. The project should reflect a quality of planning and design such that it makes a positive statement to those residing in the area, visiting the marina and entering the Town from the Intracoastal Waterway or from US Highway 1.

The Town has no fixed financial expectations in regard to the terms and conditions of the anticipated disposition of publicly owned property within the revitalization zone, and is prepared to consider any reasonable proposal from the selected developer.

Statements of Qualifications must be submitted in accordance with the terms and conditions of the Lake Park Waterfront/Marina Redevelopment Request For Developer Qualifications (RFDQ). Requests for additional information in regard to the RFDQ may be submitted in writing on or before Thursday, June 23, 2000 to:

- **INFORMATION REQUESTS**

**Brian Sullivan, Assistant Town Manager
Town Hall, Town of Lake Park
535 Park Ave.
Lake Park, Fl. 33403
561/844-4644**

Written responses to such requests for additional information shall be distributed at the pre-submission conference described below or by mail, to all parties to whom the original RFDQ was distributed as well as any parties, which have requested such information in writing. The Town of Lake Park will maintain a Master Distribution List including the names of all requesting copies of the RFDQ, or associated information on the Waterfront/Marina Redevelopment Project.

The Town of Lake Park will hold a pre-submission conference at the Town Hall Commission Chambers on June 22, 2000 at 10:00 a.m. Interested parties will be given the opportunity to ask questions of Town representatives concerning the Town's Waterfront property, goals with respect to the project, submission requirements and the selection procedures.

An original and eight (8) copies of the Statement of Qualifications in an 8-1/2"x 11" format must be sealed and sent on or before 4:00 p.m., Monday, July 24, 2000 to:

RFDQ SUBMITTALS

**Mary Wolcott, Town Clerk
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403
Telephone: 561/848-3460**

Each submittal shall be marked on the outside in bold letters as follows:

**Statement of Qualifications
Town of Lake Park RFDQ No. 2000-1
Waterfront/Marina Revitalization Project**

Immediately after 4:00 p.m., all of the Statements of Qualifications, which are received, will be publicly opened and forwarded to the Office of the Town Manager for review and evaluation.

The Town reserves the right to accept any proposals deemed to be in the best interest of the Town, to waive any irregularities in any proposals, or to reject any and/or all proposals and to re-advertise for new proposals. In evaluating each proposal, Town staff will consider, but not be limited to, the respondent's experience, qualifications and capabilities, financial qualifications and strength, the terms and conditions offered for the redevelopment initiative, the market and economic viability of the proposed project concept and the appropriateness of the proposed uses and design relative to the immediate area and the Town of Lake Park. Following review by Town staff, the proposals will be forwarded with a selection recommendation to the Town Commission for consideration and action.

**Therese Leary
Town Manager
Town of Lake Park**

Introduction to

Lake Park

Lake Park is Florida's first zoned city, a classic example of traditional American planning. The Lake Park Commission have adopted a proactive approach providing the direction and financial resources to restore the Town's sense of "Place and Community." Lake Park is committed to investing in its future.



Town Hall

The Town of Lake Park is located on the Intracoastal Waterway in northern Palm Beach County. It is bounded by the municipalities of Riviera Beach to the south, North Palm Beach to the north, by Palm Beach Gardens and unincorporated Palm Beach County to the west and the Intracoastal Waterway (Lake Worth) on the east. Lake Park was incorporated on November 16, 1923 as Kelsey City and was publicized by its developer Harry Kelsey as the first zoned city in Florida. Designed by the Olmstead Brothers in conjunction with Dr. John Nolen of Boston, the Town plan provides well defined residential, commercial and industrial areas, dotted with sites for schools, public parks and other civic uses within a grid-system of streets that today is recognized as a classic example of traditional American city planning.

By the mid-1920s, the Town had a developing main street on Park Avenue, a Mediterranean revival town hall, an elementary school, a railroad passenger station, several parks, a number of impressive residences, and a burgeoning industrial area. The 1928 hurricane, which signaled an end to the Florida real estate boom, dealt savagely with Kelsey City destroying many businesses and homes in the Town. Following closely on the heels of the natural disaster, the depression of the 1930's forced the Town into a downward economic spiral. Even changing its name to the Town of Lake Park in the late 1930s did not reverse its fortunes.



It was only in the 1950s that development returned to the area. The establishment of Pratt and Whitney in northern Palm Beach County created a demand for residential development. As new homes were built, so were commercial establishments along Park Avenue and U.S. Highway One. More intense commercial and industrial development also occurred on the west side of the Town.

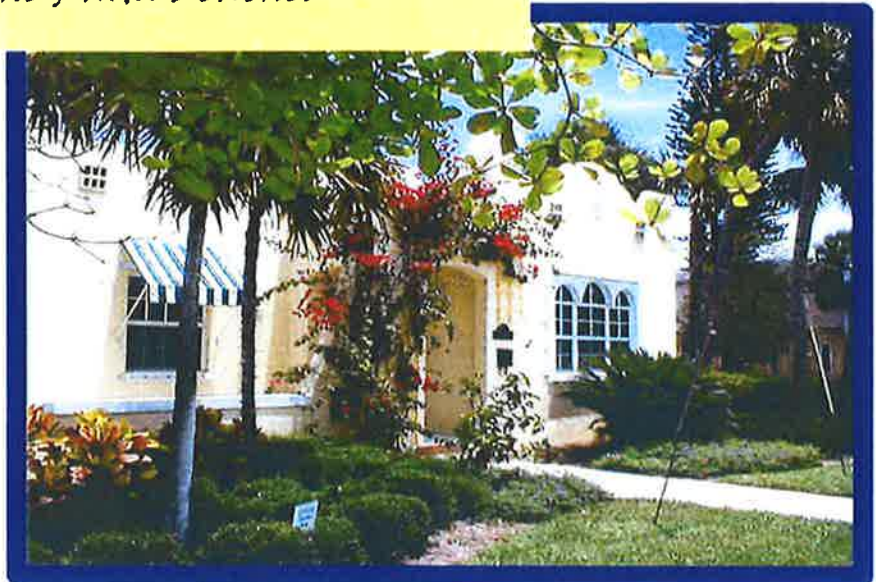
As with most small towns across the country, the development of regional malls hastened the decline of the Town's commercial areas replacing them as the community's primary shopping areas. By the late 1980s, the Town had reached approximately 95% build-out. With an aging housing stock, Lake Park, became a less desirable place to live and housing resales failed to keep pace with those in other parts of Palm Beach County.

Lake Park

Gateway to the Palm Beaches

In 1996, the Lake Park Commission adopted a proactive approach to deal with the problems brought about by years of decline. This approach was embodied in a new mission statement and a direction to Town staff to restore a sense of Place and Community to Lake Park. The Town has aggressively focused on the revitalization and rehabilitation of areas, which are in a state of decline or deterioration.

The Town formed a Community Redevelopment Agency (CRA) to help guide many of the redevelopment efforts. One of the primary motivations for creating the CRA was to utilize "Tax Increment Financing (TIF)" to fund many of the needed improvements. Since it is not possible or practical for the Community Redevelopment Agency to fund and implement



Restoration of Historic Evergreen House

Kelsey Park Renovation



all redevelopment projects within the community, a plan was developed setting forth a series of implementation steps and specific projects intended to leverage or stimulate the type of public interest and private investment necessary to achieve the Town's overall revitalization goals. While the marina site is not included in the Town's CRA area, considerable public investment is being committed to the redevelopment project as the result of a Community Revitalization bond issue approved via referendum in 1997 by the citizens. The stimulus generated through the Town's planning and implementation efforts, coupled with the revitalization momentum being gained by the Park Avenue and Kelsey Park redevelopment projects, make the Town and specifically the marina site ripe for redevelopment.

Project Background and Context

The Project: The Town of Lake Park hereby extends an invitation to qualified developers, business ventures and facilities operators and managers (Developer) to submit Statements of Qualifications to serve as a private redevelopment partner for the waterfront redevelopment of all or a portion of approximately 7.8 acres of land identified as the Lake Park Marina Revitalization Zone. **Project concepts to be explored include but are not limited to a public/private, mixed use urban and waterfront place.**

The Town initiated a referendum in 1997 to secure support to acquire \$10 million in bond monies to finance multiple redevelopment and revitalization projects within the Town. The community was supportive of the Marina Redevelopment Project at that time, and it remains an important objective to the residents. The public is supportive of a quality public/private redevelopment project, if the proposed project respects the public's interests on the waterfront and in the marina. The Town Commission has voted unanimously to pursue a public/private partnership for this project.

The Town has approximately \$3.9 million dollars in reserve, earmarked for this redevelopment project. In addition to these monies, the



Lake Park Municipal Marina, Looking South Over Prime Waterfront Redevelopment Area

Town is making available the public properties and marina facilities to the redevelopment project. Additionally, future public matching grant monies (\$800,000) may be available for the project in fiscal year 2000. **The Town is about to receive the State and Federal permits to redevelop the marina and the adjacent Town owned property.** The permits should be issued in May 2000.

A significant portion of the property is owned by the Town and can be leased, to a Developer on appropriate terms and conditions that serve the interest of the Town. The Town is willing to assist the developer with the purchase of the privately owned properties located near the designated revitalization zone if required to carry out the waterfront revitalization project. The use or disposition of the

Town's holdings by Lake Park for community redevelopment purposes will be seriously considered with the terms and conditions negotiated.

The selection of a Developer for the Project will be accomplished by way of a two-step selection process involving: 1) this Request for Developer Qualifications and ranking of qualified developers, 2) and the negotiation of a Public/Private Redevelopment Partnership Agreement providing for the redevelopment of the Town's waterfront/marina property (and possibly adjacent or nearby properties). The use or disposition of the Town's holdings by Lake Park for community redevelopment purposes will be seriously considered with the terms and conditions to be negotiated.

Lake Park has prepared a proposed redevelopment plan for the properties under public ownership. This plan is presented in Appendix C. This RFDQ is intended to provide opportunities to a private developer and the Town to expand the proposed redevelopment efforts to make the highest and best use of the waterfront and existing marina. The Town is seriously encouraging the inclusion of commercial and residential elements into the proposed redevelopment project thereby promoting a multipurpose facility. A waterfront marina village concept is one of several possible development concepts. Linkage of the U.S. Highway 1 corridor and the marina waterfront property is an important objective of the overall redevelopment initiative. A similar but less direct linkage between Kelsey Park (located approximately 1 block north of the marina site) and the waterfront/marina redevelopment project is also being encouraged to support increased public use of the Lake Park waterfront.

The Property: The general location of the Waterfront/Marina Redevelopment Zone is between the Lake Worth shoreline and U.S. Highway 1 near the Town of Lake Park's southern municipal limits (see appendix A). The Redevelopment Zone occupies approximately 7.8 acres of property now owned by the Town of Lake Park. Appendices B and C present the configuration and relative locations of the redevelopment parcels currently owned by the Town.

At the present time, all the property located east of Lake Shore Drive is being used to support trailer boat launching and municipal marina parking. Three parcels have recently been acquired by the Town to support the waterfront redevelopment efforts. Adjacent privately held properties are sites with single - family homes, and businesses having



Marina To Be Renovated By The Town of Lake Park

frontage on U.S. Highway One. The Town of Lake Park can only commit the properties currently under control by the Town to this redevelopment initiative. However, if a plan warrants acquisition of adjacent private parcels, the Town will be as supportive as possible. The Town's private partner will be responsible for the acquisition of any private lands needed to implement a proposed plan.

The Revitalization Zone is fully serviced by the primary utilities including water, sewer, electric and natural gas. The rerouting of Lake Shore Drive and its associated vehicle traffic as shown on the plan in appendix C is strongly encouraged as part of the proposed redevelopment plan. The rerouting or elimination of the southern few hundred feet of the road can provide for a continuous development parcel, which extends to the waterfront.



Looking North Along Lakeshore Drive

The Town is currently proceeding with the redevelopment of the waterside marina facilities including the construction of a new breakwater and bulkheads, completion of harbor maintenance dredging and the installation of new boat docks. Lake Park will undertake this work this year. Environmental permits for the proposed waterside work and the primary site improvements, including roadway relocation and storm water management should be obtained in May 2000. Because of the difficulties the environmental permitting process presents for the development of the marina's waterside facilities, the Town will not support significant revisions to the proposed redevelopment plan as shown in appendix C. This plan is about to receive all of the required environmental approvals and, construction should commence during the summer of 2000.



Looking South Along Lakeshore Drive

The Town-owned property is currently used for a public marina, waterfront park and public parking purposes. The property is currently designated as recreation/open space, medium density residential and commercial on the Future Land Use Map in the Comprehensive Plan of the Town of Lake Park. The property is zoned as, public district, R-2 multiple family residence district and business district. The Town is prepared to amend its Land Use and Comprehensive Plans, approve appropriate rezoning and amend development regulations, if necessary and as appropriate, to promote the redevelopment of the Waterfront/Marina Property. Land plan amendment and/or rezoning changes must be undertaken in accordance with the general rules relating to those processes. Any amendments to the land use plan and associated rezoning must insure that all planned uses are compatible, and do not create inconsistent land use patterns.



Looking West Across Vacant Project Parcel

Lake Park's Redevelopment Goals

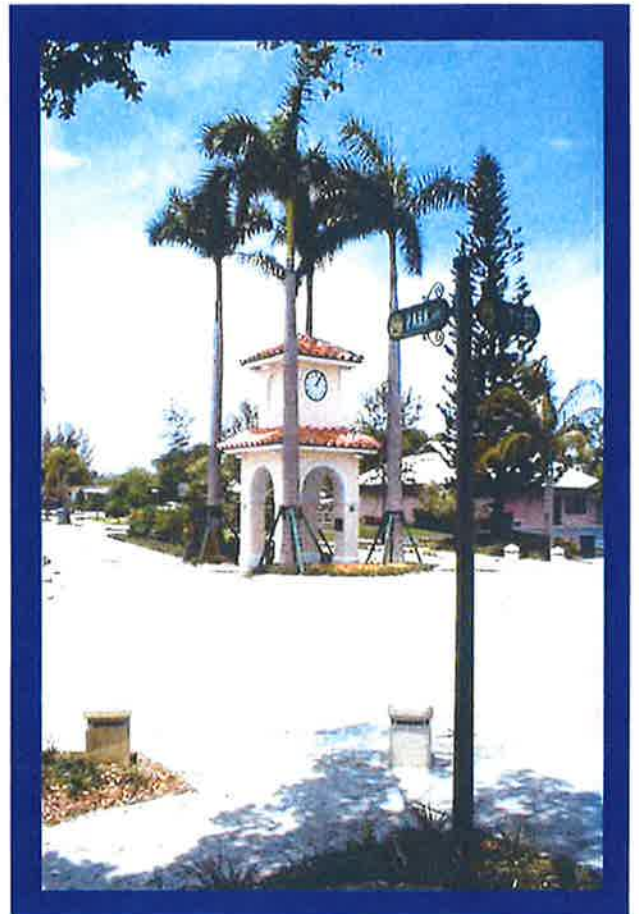
Catalyst for Revitalization of Southeast Lake Park. The redevelopment of the Town's marina and associated property should be a catalyst for development and redevelopment in the southeast quadrant of the Town as well as along U.S. Hwy 1.

Destination and Community Focal Point. The redevelopment of the waterfront /marina property should serve as a cultural, civic and economic focal point for the community and a regional destination as a place of social, cultural, economic and residential character which enhances Lake Park's quality of life.

Public Elements. The proposed redevelopment project should reflect the essential public character of the waterfront and should be designed to enhance the character and quality of the waterfront. The project should also be designed to enhance the neighborhood and bring focus to the waterfront as a quality public place, which in turn will promote community revitalization.

Linkages and Connections. The Town's ongoing redevelopment efforts with the Downtown Park Avenue Commercial District and Kelsey Park serve as examples of public improvements, which can be incorporated into the waterfront/marina redevelopment program to expand the scope of this project. If feasible, this revitalization project should be designed so that the development forms physical and visual linkages and connections with adjacent areas both within and outside of the immediate neighborhood (especially Kelsey Park).

Design Quality. The redevelopment of the Waterfront/marina property should be designed with "landmark" visual qualities befitting the strategic location and character of the Property. The project should serve as the Town's southern entrance feature or gateway for those driving north on U.S. Hwy 1. The project should also make a statement from the waterfront for those passing by or arriving by boat.



Recently Completed Park Ave. Improvements

Fiscal Benefit to the City. The development of the waterfront/marina project should be fiscally beneficial to the Town of Lake Park.

Disposition Terms. The Town has no fixed financial expectations in regard to the terms and conditions of the anticipated disposition of publically owned property within the revitalization zone and is prepared to consider any reasonable proposal from the selected developer.

General Statements In Regard To Use

Residential: There is support for a modest number of residential housing units to be included in the waterfront/marina redevelopment project.

Commercial: There is a strong desire in the community to transform portions of the marina waterfront into a distinct retail destination. Ideally, the Town would like to see the marina site redeveloped in a manner that would compliment the Park Ave revitalization efforts and allow the Marina Site and the Downtown to serve as a unique destinations where residents and visitors would go for shopping, dining out, recreational activities, an evening of entertainment, etc. There is a consensus that the site has substantial potential for commercial use with a creative design and mix of uses.

Office: There has been no voiced support or objections for the development of the waterfront/marina redevelopment project with multi-tenant office buildings.

Public or Quasi-Public Uses: Essentially all of the Town's publicly owned waterfront property is currently used for public purposes and there is a strong desire among many citizens that the area retain a "public character" particularly along the waterfront located at the northern portion of the marina basin. That desire, however, is tempered with a very strong desire to use public/private redevelopment of the waterfront/marina redevelopment zone as a catalyst for the revitalization of the entire southeast portion of the Town



Looking Southeast Across Northern Waterfront Redevelopment Parcel

Disposition Process

In the interest of limiting the initial investment of effort and cost on the part of respondents, the Town of Lake Park's Waterfront/Marina Redevelopment disposition process is organized in two stages: 1) Request for Developer Qualifications ("RFDQ"); 2) Negotiation of a Public/Private Partnership with a selected Developer. A third stage of public approval may be required, depending on the terms of the Partnership Agreement as it affects the use, or transfer of publicly owned lands or facilities to the selected Developer.

A. RFDQ AND STATEMENT OF QUALIFICATIONS

Respondents shall submit the following information in their Statements of Qualifications in response to this RFDQ:

1. A detailed description of the respondent's qualifications and experience.
2. A description of representative projects carried out by the respondent
3. A demonstration of the respondent's ability to fund or secure financing for the proposed project.
4. A preliminary redevelopment program including proposed land use, intensity and overall approach.

The Town emphasizes that it does not require nor expect respondents to submit a specific redevelopment plan or design concept based on detailed architectural and engineering work as a part of their Statement of Qualifications. The Town expects each respondent to submit a preliminary redevelopment program indicating the proposed uses and intensity of uses in the Waterfront/Marina Redevelopment Project. The Town will consider any material, including plans or illustrative graphics, which indicate the character or quality which respondent would intend to pursue on the subject property. The Town expects respondents to give special attention to a demonstration of the respondent's ability to fund or secure construction and permanent financing for the proposed project. In the event that a respondent refers to another specific development project in describing the respondent's qualifications, experience and capability, the respondent should describe the role the respondent played in each such project

The Statement of Qualifications shall be submitted in an 8 1/2 x 11 format. Respondents may include documents larger than 8 1/2 x 11 provided that such documents are folded and/or inserted in a pocket, which is bound into the Statement.

An unbound original and eight (8) bound copies of the respondent's Statement of Qualifications are required to be submitted in a sealed envelope received by the Town Clerk no later than 4:00 p.m. on July 24, 2000. All Statements of Qualifications, which are timely received, will be opened immediately after 4:00 p.m. on July 24, 2000 and the Statements will be delivered to the Town Manager's office for review and analysis.

The Town Manager and Staff will rank each Developer based upon the RFDQ submittals using a rating matrix. The completed matrices will be used to support the ranking of the respondents, according to their

qualifications, experience and capability. The Town Manager and Senior Staff will conduct interviews of the respondents and, based on the Statement of Qualifications and the interviews, will recommend a ranking of the respondents to the Town Commission.

The Town Commission will consider the Town Manager's recommended rankings and make a final ranking determination. The Town Commission may or may not conduct independent interviews with one or more of the respondents.

B. NEGOTIATION OF A PUBLIC PRIVATE PARTNERSHIP

Following the ranking of the respondents, the Town will commence negotiation of a Public/Private Partnership Agreement with the first ranked Developer for a period of sixty (60) days. If an agreement cannot be reached with the first-ranked Developer within sixty (60) days and the Town does not agree to a further extension, for the reason that the Town determines, that further negotiations during such extension are unlikely to produce an acceptable agreement, the Town will commence negotiations with the next ranked qualified Developer, and so on, until an acceptable agreement has been reached. After the successful negotiation of a Public/Private Partnership Agreement, the Town Commission will consider approval of the disposition or use of publicly owned lands which are to be transferred pursuant to the Public/Private Partnership Agreement.

The Public/Private Partnership Agreement will address the following:

- a. A specific development program including:
 - 1) Uses and intensity of uses;
 - 2) Land area to be redeveloped;
 - 3) Off-street parking;
 - 4) Streets, pedestrian ways, plazas and parks;
 - 5) Interrelationship of marina and redeveloped areas
- b. A preliminary site plan.
- c. A design palette for public and private places and structures.
- d. A development schedule.
- e. The terms and conditions for the disposition of public property.
- f. The terms and conditions for assembly assistance in regard to privately owned property.
- g. The terms and conditions of the provision for off-street parking.
- h. Capital improvement agreements.
- i. Joint operating agreements for any public/private uses

C.
LAND USE LIMITATIONS

Property deeds may require that certain parcels owned by the Town of Lake Park may not be conveyed for private use. If warranted by the proposed redevelopment plan, the Town is prepared to submit those portions of the negotiated Public/Private Partnership Agreement related to the restricted lands, to the appropriate third parties requesting amendment the approved use(s) of the restricted parcels. The Town understands that the land use limitations introduce an uncertainty into the redevelopment process. The RFDQ process has been structured, to minimize a candidate developer's investment risk prior to the Public/ Private Partnership Agreement being prepared and accepted by both parties. Opportunities to use public properties with restrictions can be addressed in various redevelopment plan alternatives prior to executing the Partnership Agreement.

D.
DEPOSIT

No deposit will be required for the submission of a RFDQ. The Town will require a deposit of three thousand dollars (\$3,000.00) to be made by the first ranked developer prior to commencement of negotiations in regard to a Public/Private Partnership Agreement, which shall be non-refundable. In the event that a Public/Private Partnership Agreement can not be successfully negotiated with the first ranked respondent, the second ranked respondent shall be required to submit a deposit of three thousand dollars (\$3,000.00) which shall be non-refundable, and so on until a Agreement has been successfully negotiated.

E.
CONTACT PERSON

Procedural questions related to the disposition process should be directed to:

Brian Sullivan
Assistant City Manager
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403
561/844-4644

Requests for substantive clarification or information should be submitted in writing to the same address. Please note that Statements of Qualifications are to be submitted to the Office of the Town Clerk at the same address

F. SCHEDULE

The anticipated scheduling of the RFDQ process is as follows:

- Disposition advertised
 - *May 21 and 28, 2000*
- RFDQ available
 - *May 22, 2000*
- Pre-submission conference
 - *June 22, 2000 at 10:00 a.m.*
- Deadline for written requests for additional information
 - *June 29, 2000*
- RFDQ responses due
 - *July 24, 2000 at 4:00p.m.*
- RFDQ respondent interviews
 - *August 3, 2000*
- Recommended ranking from City Manager to City Commission
 - *August 4, 2000*
- Ranking by City Commission
 - *August 8, 2000*
- Commencement of negotiation with preferred developer
 - *August 10, 2000*
- Effective date of development agreement/or negotiation with alternate ranked developer
 - *October 10, 2000*

Evaluation Criteria

The Town in the selection of a Developer will consider the following evaluation criteria:

- Qualifications and experience of the respondent and key members of the development team
- Financial capacity of the respondent to acquire and develop the Lake Park Waterfront/Marina Redevelopment Project
- The extent to which the preliminary development program is consistent with the goals, policies and objectives of the Town's Comprehensive Plan and the Redevelopment Goals stated in this RFDQ.
- The extent to which the respondent complies the technical requirements presented in this RFDQ

Preliminary Rating Matrix

Redevelopment of the Lake Park Waterfront

Proposal Developer: _____

Using a scale from 0 (lowest) to 10 (highest), rank each factor listed below.

<u>No.</u>	<u>Criteria to Consider</u>	<u>Score</u>
1	Qualifications and experience of the respondent and key members of the development team.	
1a.	The respondent's professional qualifications and experience in development, financing and management of comparable projects.	_____
1b.	References	_____
2	Financial capacity of the respondent to develop the Marina/Waterfront Property.	

Preliminary Rating Matrix

<u>No.</u>	<u>Criteria to Consider</u>	<u>Score</u>
2a.	Documentation demonstrating the respondent's financial capacity to develop the Waterfront Property and to obtain funding or financing for real estate development projects.	_____
3	The extent to which the preliminary development program is consistent with the goals, policies and objectives of the Town's Comprehensive Plan and Redevelopment Goals.	
3a.	Catalyst for revitalization of southeast Lake Park.	_____
3b.	Destination and Community focal point.	_____
3c.	Development to form physical and visual linkages and connections with adjacent areas and neighborhoods in and outside the immediate Development area.	_____
3d.	A design of landmark visual qualities befitting the strategic location character of the property.	_____
3e.	Fiscal benefit to the Town.	_____
3f.	Public/Private mix of uses, including residential.	_____
3g.	Retail and restaurant uses which complement, reinforce and serve existing areas, which surround the property.	_____
3h.	Pedestrian accessibility to and through the property.	_____
3i.	Reasonable impact on local traffic conditions.	_____
3j.	For phased projects; an initial phase which is functional and self-sufficient.	_____
3k.	Project interrelationship with existing marina.	_____
3l.	Compliance with the technical requirements of the RFDQ.	_____
	TOTAL SCORE	_____

Technical Requirements

A. DEADLINE FOR SUBMITTAL STATEMENTS OF DEVELOPER QUALIFICATIONS

Developer Qualifications shall be submitted to the Office of the Town Clerk on or before July 24, 2000 at 4:00 p.m.

B. FORM AND NUMBER OF COPIES

Each respondent shall submit one (1) unbound original and eight (8) bound copies of their Statement of Qualifications in 8½ x 11 format. The Statement of Qualifications shall be submitted in a sealed envelope marked in bold:

**STATEMENT OF QUALIFICATIONS
Town of Lake Park RFDQ NO. 2000-1
Waterfront/Marina Redevelopment Project**

C. ADDRESS FOR SUBMITTAL

Statements of Qualifications shall be sent to:

Office of the Town Clerk
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403
(561) 848-3460

D. MINIMUM CONTENTS OF STATEMENTS OF QUALIFICATION

Each Statement of Qualification shall include the following information (to the extent that a respondent is comprised of one or more business entity or person, information relative to each member of such team shall be provided):

1. Qualifications

Name and address of respondent, including all team members if any, including personnel who will be involved and the business addresses of key individuals.

- Nature of respondent's business organization including state of incorporation or formation of partnership, if any

- Respondent's organizational structure.
- The respondent's professional qualifications and experience in development, financing and management of comparable projects. The specific role played by the respondent in any project, which is referred to in regard to the respondent's experience, shall be described in detail.
- Documentation demonstrating the respondent's financial capacity to acquire and develop the Lake Park Waterfront/Marina Redevelopment Project and to obtain financing for the project.
- List of references including contact names, addresses and telephone and facsimile numbers.

2. Preliminary Redevelopment Project Program

- Description of the preliminary redevelopment program including, proposed uses, intensity of uses and general character of development.
- Description of types and numbers of structures, including anticipated dimensions and character of buildings
- Description of anticipated pricing of real estate products and other indicators of character and quality of the proposed development program
- Description of special amenities or design features anticipated to be included in the development program

In the Statement of Qualifications, the Town expects candidates to focus on their qualifications and experience and to illustrate the character of development proposed (use of illustrations of other development projects are encouraged). In the Statement of Qualifications, the Town expects respondents to describe any experience with similarly situated properties or projects and to demonstrate their ability to understand and successfully deal with the physical and market environment influencing the project concepts. The Town encourages respondents to use whatever materials are available, including graphic images (photographs and/or drawings) of projects in which the respondent was not involved. Such graphics or images should reflect the concepts or ideas, which the respondent proposes for the Lake Park Project.

Disclosures and Disclaimers

The information contained in this Request for Qualifications ("RFDQ") is provided solely for the convenience of the respondent. The Town has assembled the information in a good faith effort to assist in the selection of a private redevelopment partner to assist the Town with the proposed project. However, the Town makes no representation, warranty or guarantee as to the accuracy of the presented information. It is the responsibility of the respondent to verify that the information presented, is accurate and complete, and any reliance on the information contained herein or from communications with Town representatives or its advisor(s), is and shall be, at the respondent's sole and exclusive risk.

The Town reserves the right to accept any submittal and/or proposals deemed to be in the best interest of the Town, to waive any irregularities in any submittal, or to reject any and/or all submittals and/or proposals and to re-advertise.

The Town assumes no financial or any other obligation to any respondent. Any Statement of Qualifications submitted in response to this RFDQ is the sole responsibility of the party submitting such Statement.

Neither the Town of Lake Park nor its advisor(s) will pay a brokerage, finders or referral fee to any party in connection with this RFDQ.

In the event of any conflict between this section and the rest of the RFDQ, the provisions of this section shall take precedence.

The responsibility for submitting a Statement of Qualifications, to the Town of Lake Park Clerk, on or before the stated time and date will be solely and exclusively the responsibility of the respondent. No Statement of Qualifications received after the stated time and date (unless notice is provided by the Town Manager that the dates contained in this RFDQ have been changed) will be considered, except for Statements which were unavoidably delayed at no fault of the respondent by the United States Post Office or a commercial overnight carrier provided that the respondent can demonstrate by clear and convincing evidence that the Statement was timely submitted to such carrier on or before such carrier's published deadline for delivery.

Each respondent shall examine all RFDQ documents and shall judge all matters relating to the adequacy and accuracy of such documents. The Town shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be given. If any addenda are issued to this RFDQ, the Town will attempt to notify all prospective firms who have secured a copy of it. However, it shall be the responsibility of each firm, prior to submitting the proposal, to contact the Town of Lake Park Clerk (561) 848-3460 to determine if addenda were issued and to make such addenda a part of the proposal. Written responses, other submissions, correspondence, and all records made thereof, as well as, negotiations conducted pursuant to this request, shall be handled in compliance with Chapters 119 and 286, Florida Statutes. The Town gives no assurance as to the confidentiality of any portion of the response once submitted.

Any actual respondent who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Town Manager, Ms. Therese Leary (561) 848-3460.

A protest with respect to the specifications of the request for qualifications shall be submitted in writing a minimum of five (5) workdays prior to the submittal due date. Exceptions may be granted if the aggrieved party could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the closing date for proposals.

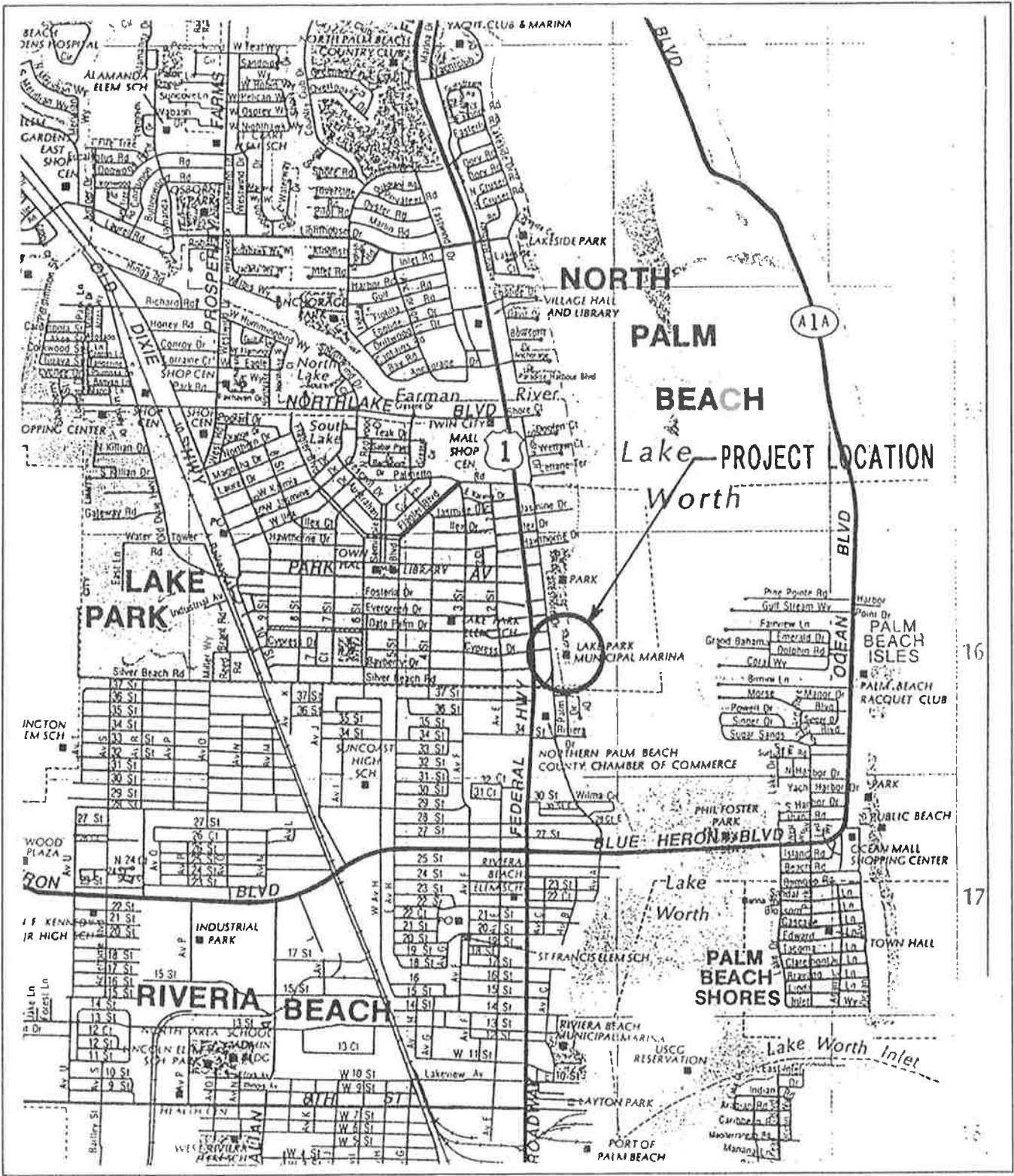
By offering a submission to the RFDQ, the respondent certifies that the respondent has not divulged to, discussed or compared his/her competitive response with other responders and has not colluded with any other responders or parties to this competitive response whatsoever.

The respondent shall defend, indemnify, save and hold the Town harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFDQ, or a subsequent purchase order or contract entered into by Town, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Respondent acknowledges sole responsibility for complying with the terms of this RFDQ. In addition, the respondent shall, at its expense, secure and provide to Town, prior to beginning performance under this RFDQ, or a subsequent purchase or contract, all insurance coverage as required by the Town.

Any party providing services or product to the Town will be expected to enter into a written agreement, contract, or purchase order with the Town that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as required by the Town. A failure to do so may, at the sole option of the Town, disqualify any respondent.

APPENDICES

- **Location Map** **Exhibit A**
- **Aerial Plan** **Exhibit B**
- **Old Site Redevelopment Plan** **Exhibit C**
- **Marina Redevelopment Plan** **Exhibit D**



Lake Park Marina
Location Map

Exhibit A



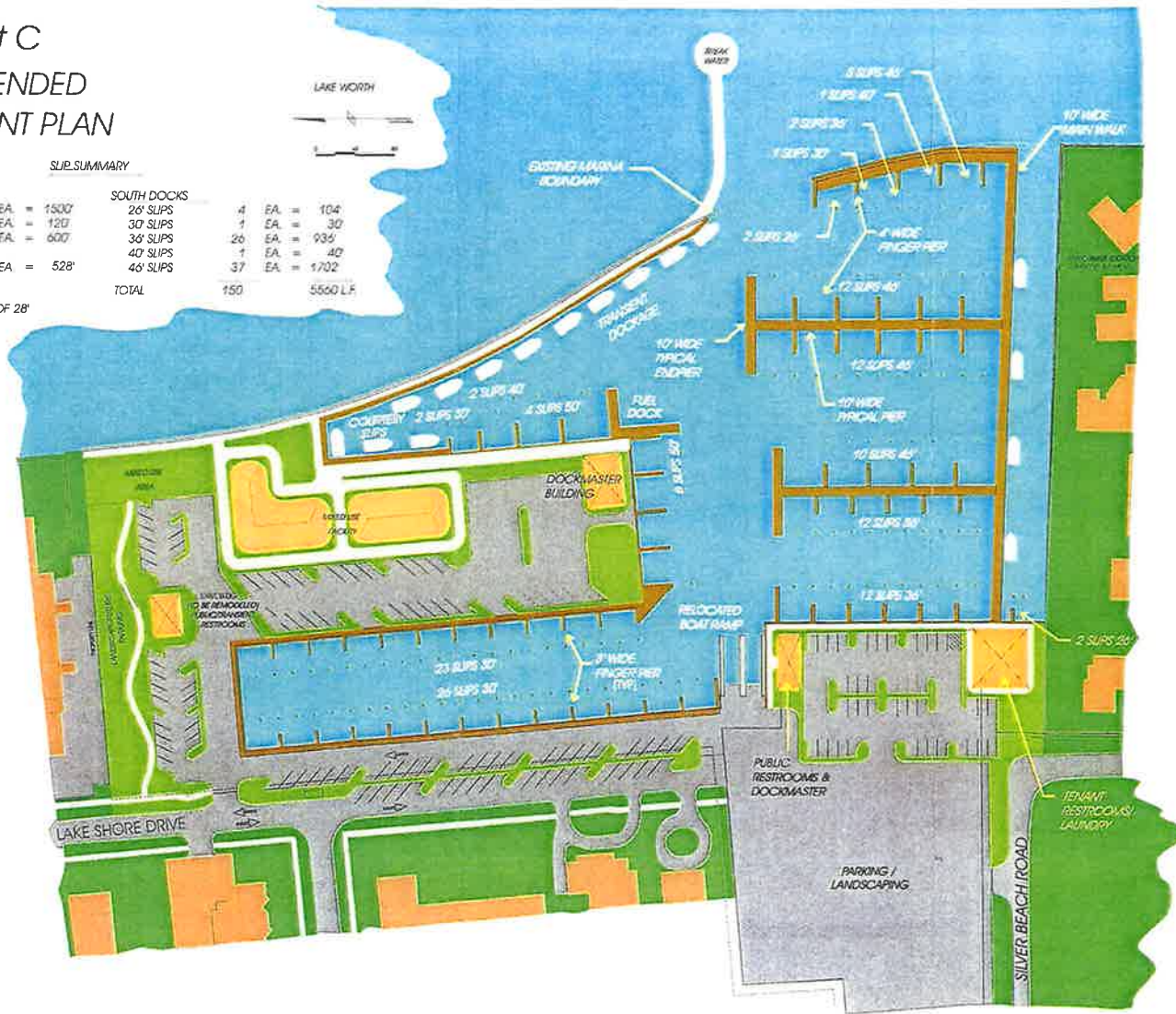
Note: Blue Line Denotes Town of
Lake Park Property Limits

Exhibit B

Exhibit C RECOMMENDED IMPROVEMENT PLAN

SUB-SUMMARY			
NORTH DOCKS			SOUTH DOCKS
30' SLIPS	50 EA. = 1500'	26' SLIPS	4 EA. = 104'
40' SLIPS	3 EA. = 120'	30' SLIPS	1 EA. = 30'
50' SLIPS	12 EA. = 600'	36' SLIPS	26 EA. = 936'
TRANSIENT DOCKAGE & COURTESY SLIPS	*16± EA. = 528'	40' SLIPS	1 EA. = 40'
		46' SLIPS	37 EA. = 1,702'
		TOTAL	150 5560 LF

* BASED ON AVERAGE VESSEL LENGTH OF 28'



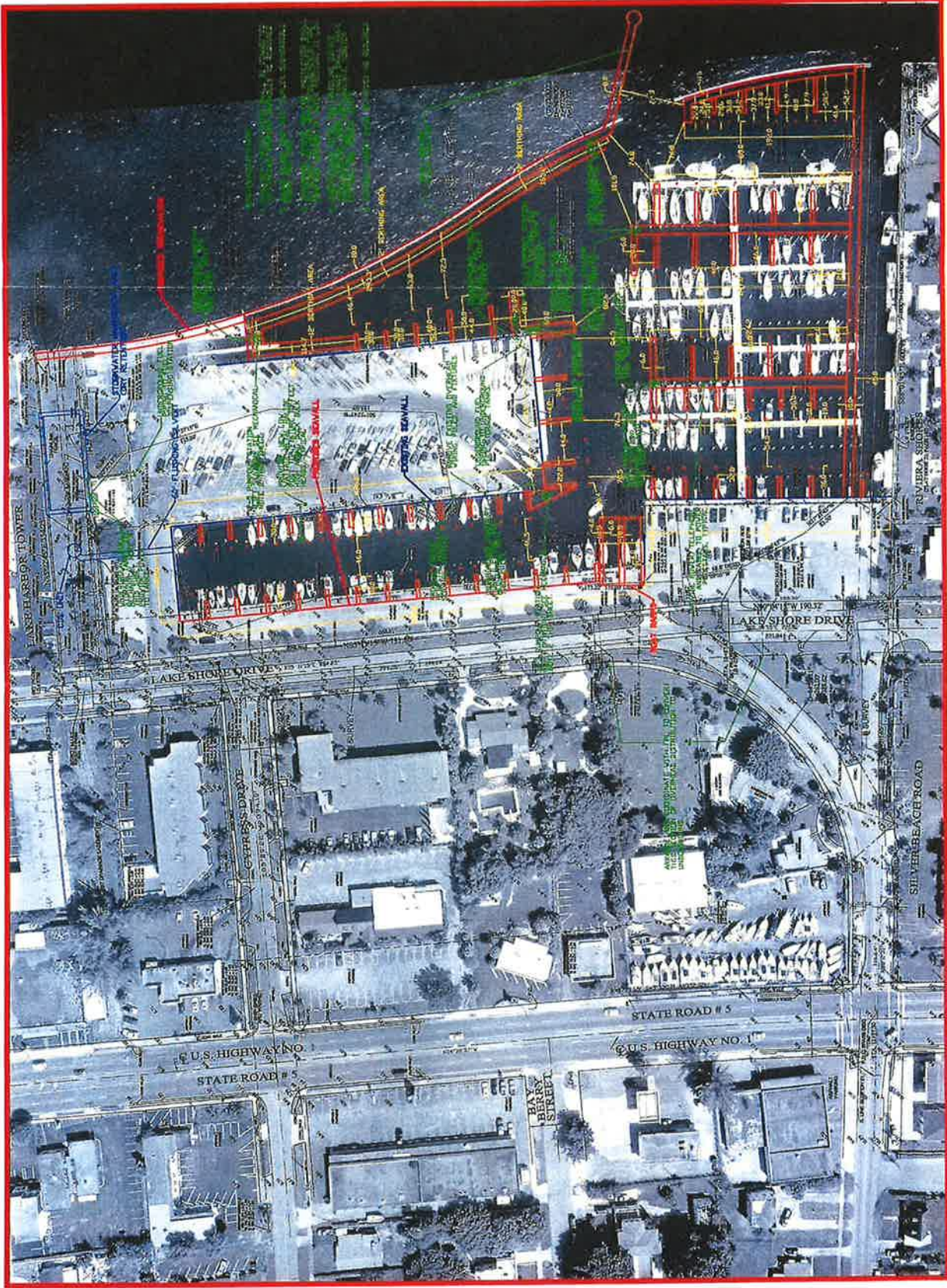


Exhibit D

Marina Redevelopment Plan

**PRESENTATION SUMMARY
LAKE PARK WATERFRONT / MARINA REDEVELOPMENT PROJECT**

PRESENTED BY



TUESDAY, AUGUST 22, 2000

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MARINE USE – RECREATIONAL AND COMMERCIAL

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VEHICULAR ACCESS

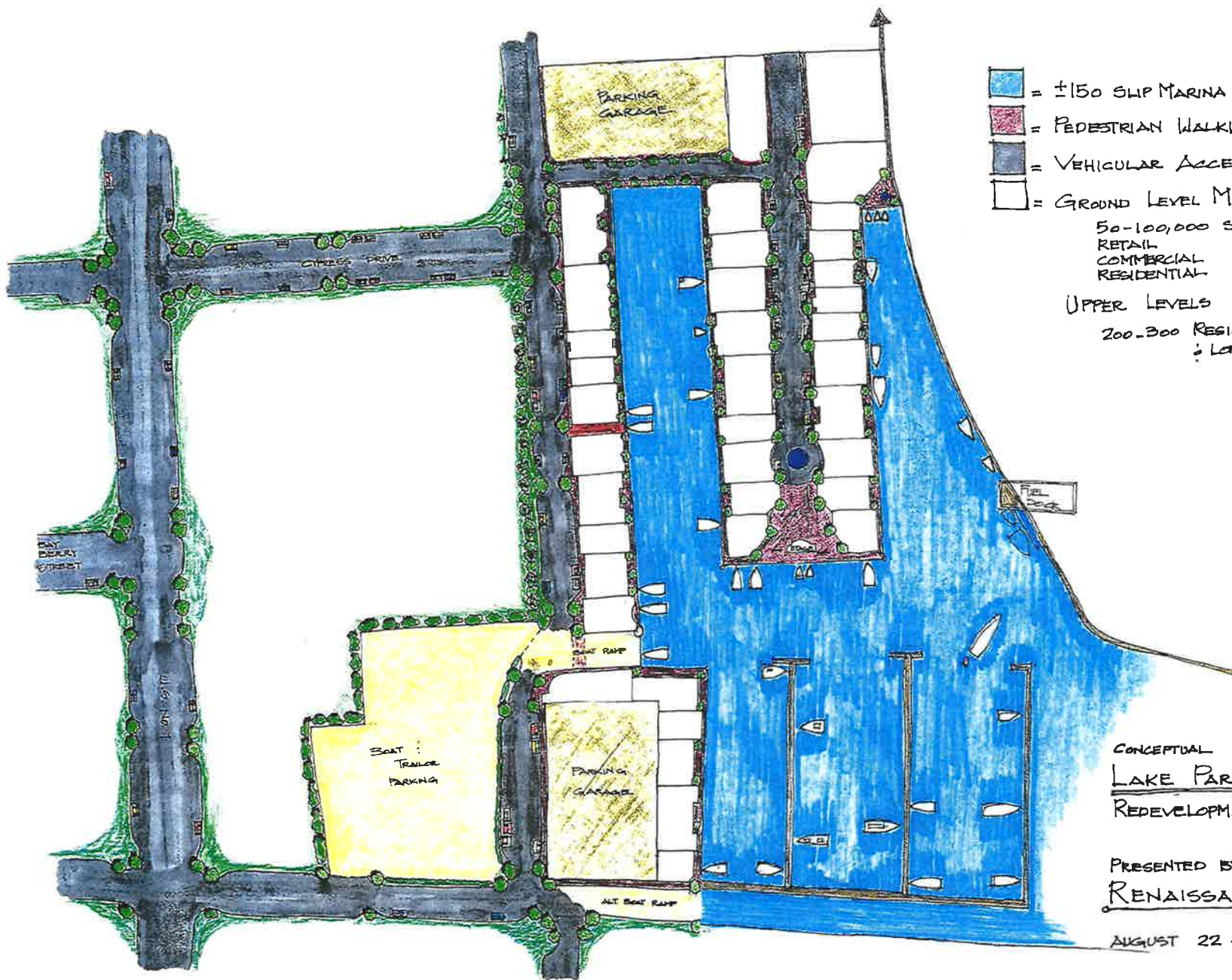
ARCADE USE

RESIDENTIAL AND COMMERCIAL IMPROVEMENTS

IV. SLIDE PRESENTATION - ATTACHED

PROPOSED CONCEPTUAL MARINA PROJECT PLAN





- = ±150 SLIP MARINA
- = PEDESTRIAN WALKWAYS
- = VEHICULAR ACCESS
- = GROUND LEVEL MIXED-USE

50-100,000 S.F.
 RETAIL
 COMMERCIAL
 RESIDENTIAL

UPPER LEVELS 2-5
 200-300 RESIDENTIAL
 2 LOFT UNITS

CONCEPTUAL
LAKE PARK MARINA
 REDEVELOPMENT PLAN

PRESENTED BY
RENAISSANCE PARTNERS

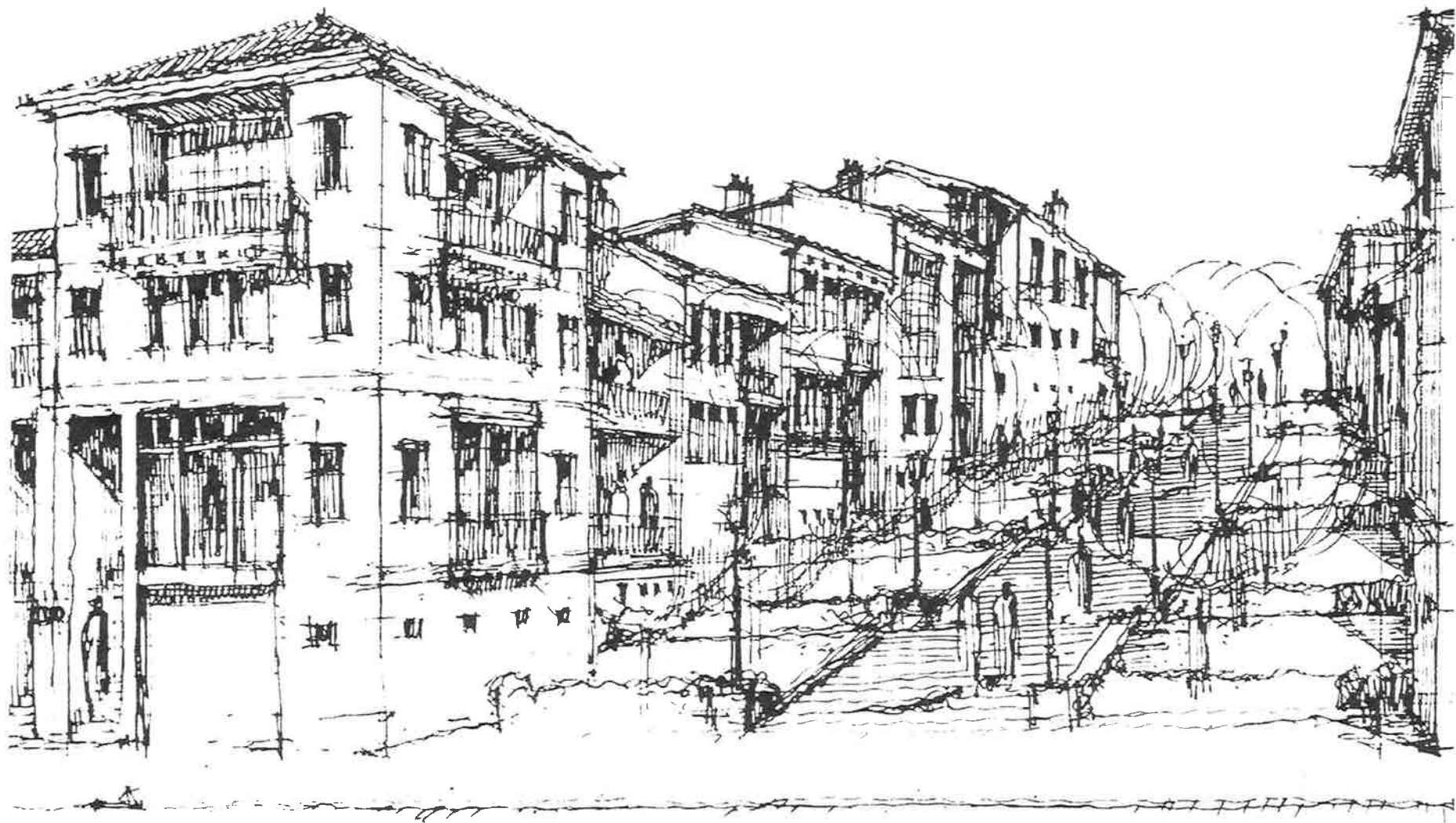
AUGUST 22 - 2000

RENDERED SAMPLES



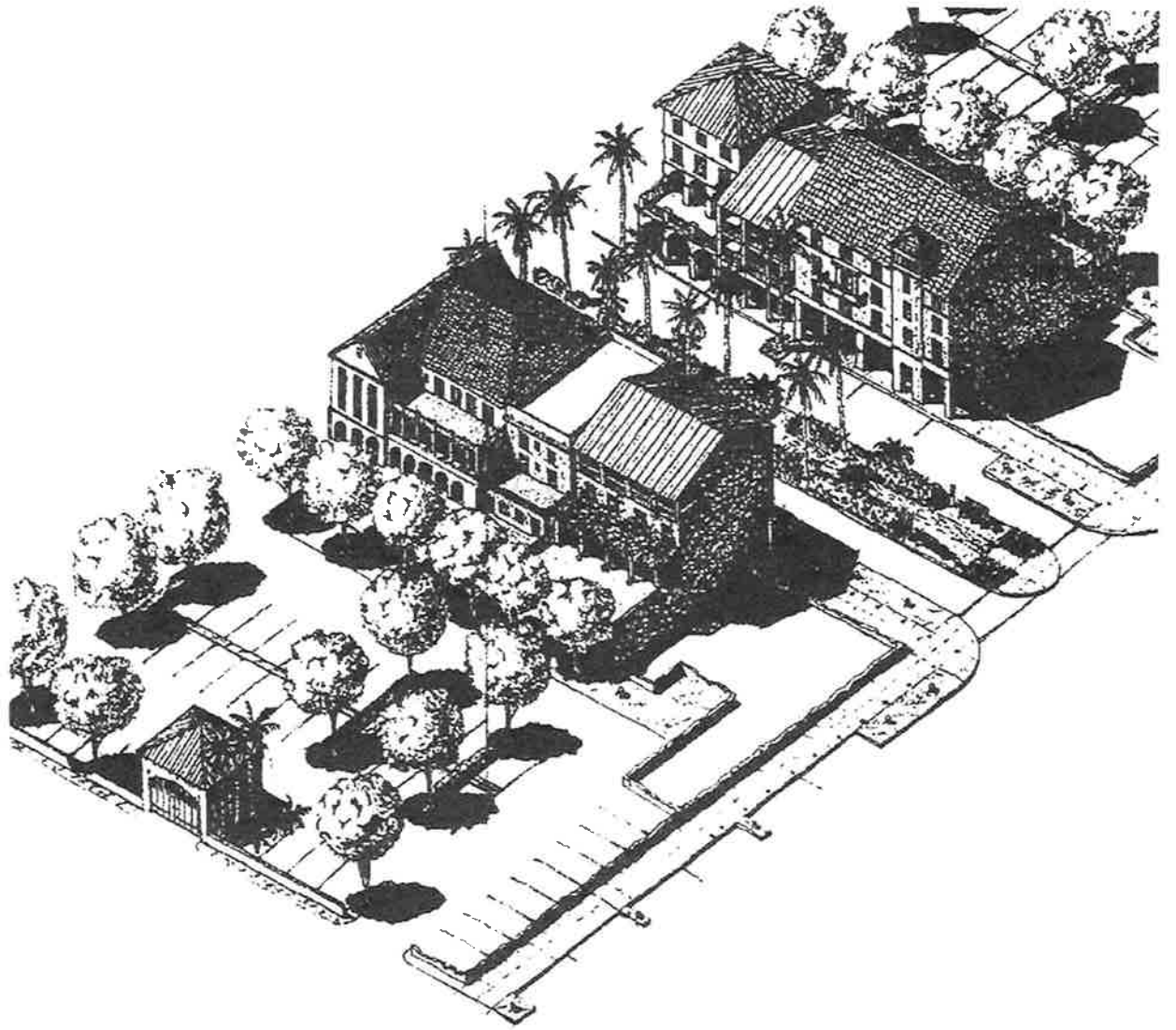
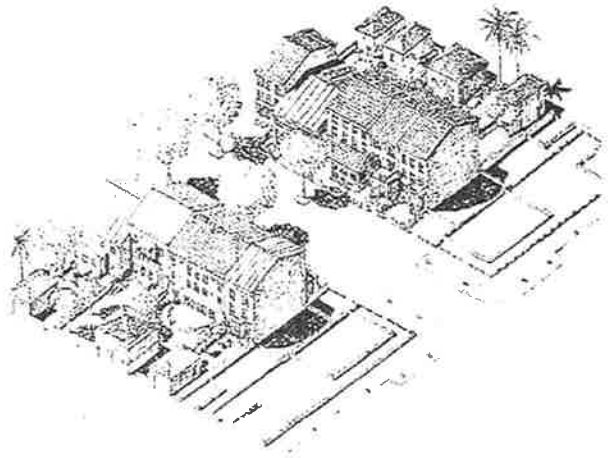
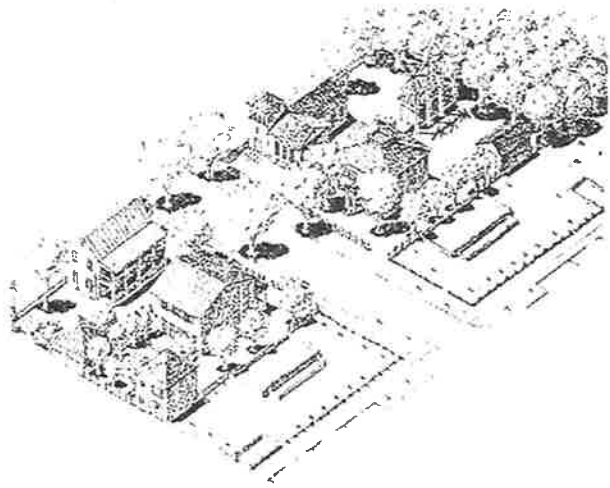


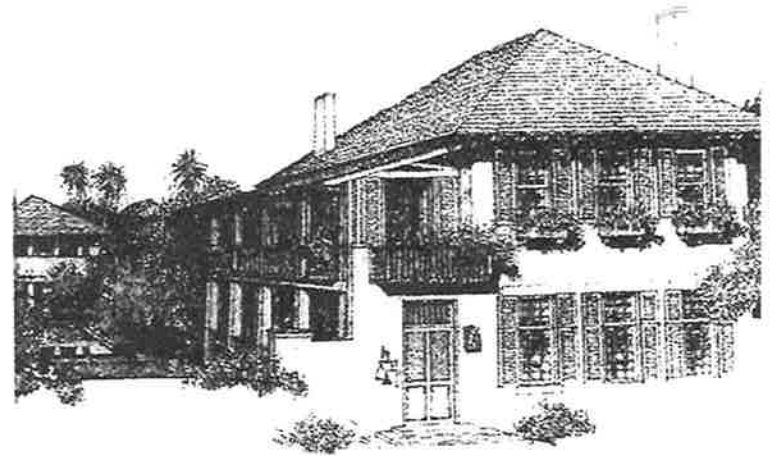
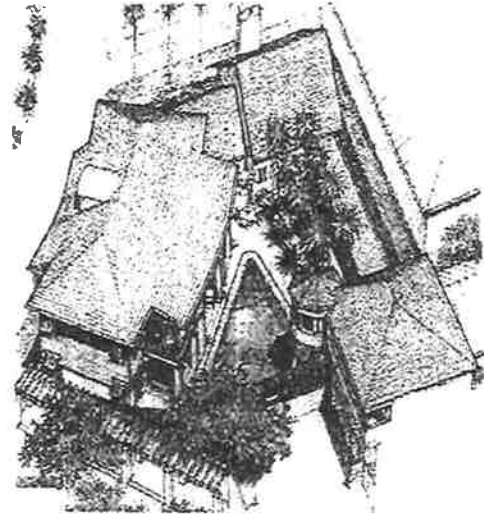
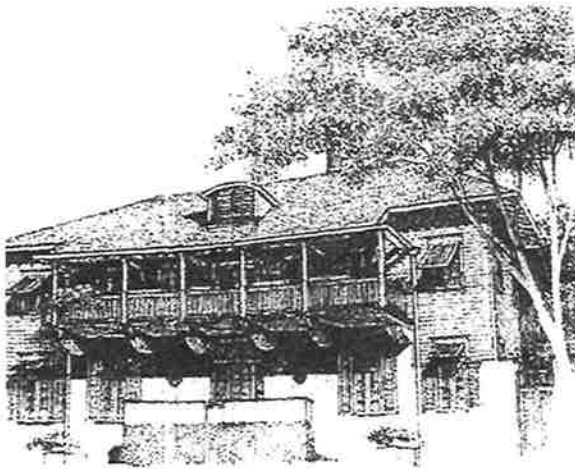
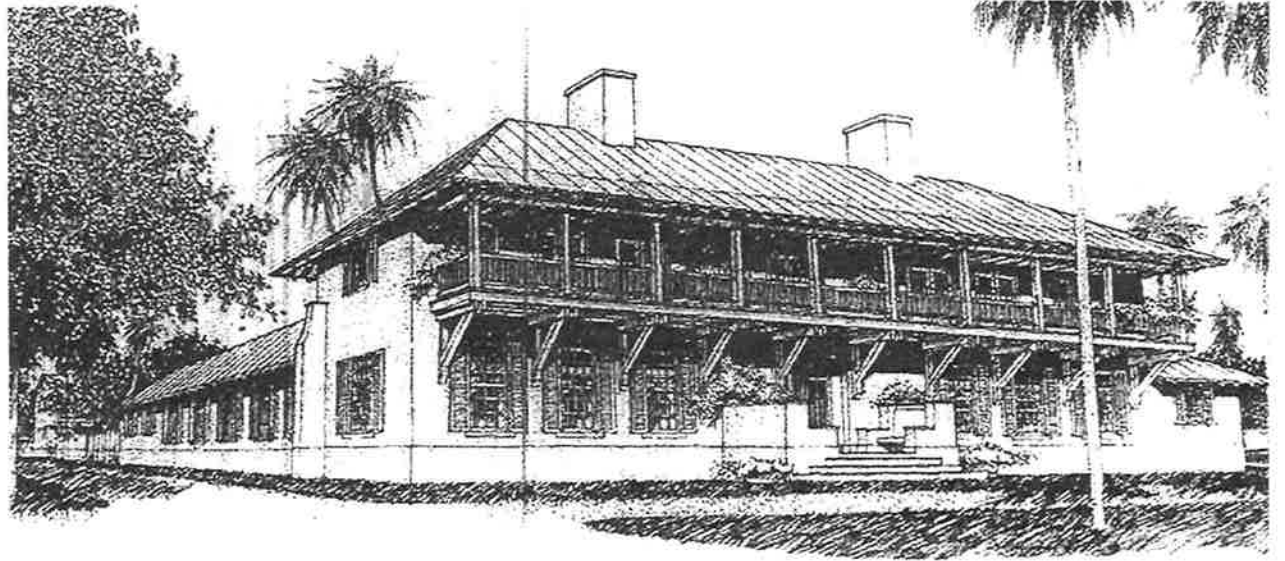














EXISTING SAMPLES





















COPY OF PRESENTATION
PRESENTED
TO THE LAKE PARK TOWN
COMMISSION
AT THEIR JUNE 26, 2019 PUBLIC
WORKSHOP

U.S. DOT Office of Small Business
Public Private Partnerships
A Small Business Symposia
May 20, 2015

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Ft. Lauderdale, FL 33301
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What are P3's?

A contractual agreement between public and private sector partners for the delivery of public facilities or infrastructure.

- Could this include services?

What are P3's?

- ▶ Design
- ▶ Build
- ▶ Finance
- ▶ Operate
- ▶ Maintain

Public Benefits

- ▶ Project cost savings over life cycle
- ▶ Design/construction with improved operations/maintenance in mind
- ▶ Leveraging private expertise / innovation
- ▶ Quicker design/construction schedule
- ▶ Access to new sources of private capital

WHEN YOU HAVE SEEN ONE P3...

... You have seen one P3

Each is unique, but they all require partnership sharing in:

- ▶ Costs
- ▶ Risks
- ▶ Benefits

Lessons Learned: P3 Requirements

- ▶ Clearly identify and communicate project goal & what public need will be met
- ▶ Risk transfer and the corresponding costs
- ▶ Value for money over project life cycle
- ▶ Clear and transparent communications among all stakeholders from beginning
- ▶ Long-term partnership: Carefully choose partner

Examples of Funding Sources

- ▶ Revenue generated from facility
 - ▶ Variable tolls/rates can increase revenue
- ▶ New market tax credits
- ▶ Tax increment financing
- ▶ EB 5
- ▶ Lease payments
- ▶ Grants
- ▶ Loans
- ▶ Bonds
- ▶ Savings (maintenance costs, energy usage, taxes, etc.)

Examples of Funding Sources

- “Toll Road” Model
 - Revenue generating asset
 - Most attractive from private investment standpoint
- Availability payments
 - Payments to concessionaire are adjusted to reward/punish depending upon whether performance standards are met
 - Also attractive to private investment & lowers borrowing costs

Examples of Funding Sources

- When neither of above examples are available
 - Combination of multiple revenue
 - Mixed use
 - Alternative use of facility space
 - Increased taxes (sales, gas, hotels, tourist, etc.)
 - Smart metering
 - If insufficient revenue, owner can keep more of risk to reduce project cost

GETTING STARTED

1. Identify the Need
2. Is P3 Is Best Delivery Method?
3. Clearly Define How Success Will Be Measured
4. Retain Consultants for Financial, Legal and Property Development Issues
5. Identify Each Party's Role
6. How Will the Project Be Procured?
7. Establish Protocol for Communicating Expectations between Private and Public Sectors
8. Above all, Identify the Project Champion!

Assessing Financial Expectations

- What risk will the public sector take with respect to the private development?
 - § Performance / tenant risk
- Can the public sector provide credit enhancements for the private sector to obtain financing?
- Will liens be initially permitted on property until turnover to public entity?
- What penalties will the public sector assess upon the developer if it fails to deliver?
- What rate of return, if any, does the public sector require?
- How much control over the private uses does the public sector want?

Pitfalls of P3's

- **Insufficient Understanding of P3s in Public Sector**
- **Political Risk**
- **Improper Communication**
- **Takes Long Time To Get Project Going**
- **Lack of Project Champion**
- **Misconceptions That P3's are Free Money/Private Developer Assumes All Risk**