

Richard Reade

From: Richard Reade
Sent: Friday, June 13, 2025 5:10 PM
To: Peter Baytarian
Cc: TBaird@jonesfoster.com; David Harden (dtharden3@netzero.net); Roger Michaud; Nadia DiTommaso; Graziotto Ray & Tarry; Larry Zabik; Brian Terry
Subject: RE: Following up from 6/10/2025 Meeting

Good afternoon Peter and thank you for your E-mail.

First, I have copied both Tom Baird and David Harden as they are both critical members of the Town's team and I would appreciate it if you and your team could include them going forward so that if there is an issue/concern they can assist in providing a resolution.

With regard to Mr. Zabik's E-mail from Wednesday, June 4, 2025 that was referenced during our meeting on Monday, June 9, 2025 [three (3) business days prior to our meeting earlier this week with the Mayor at the Forest Development sales barge office], we appreciate Forest Development's request to proceed forward with the 1st Appraisal and to support the cost as outlined within this appraisal to permit various uses within the area of the Town's Marina that maintains state TIF deed restrictions. However, as noted during our meeting on Monday, June 9, 2025 (and not included within Mr. Zabik's E-mail), the Town is in need of various information/confirmation/work to be completed prior to proceeding forward with a request for an amendment to the Town's TIF deed restrictions by the FDEP and the Governor and Cabinet.

As you may be aware from various E-mails, our meeting this past Monday, June 9, 2025 as well as from your recent teleconference meeting with Town staff on May 15, 2025, the State of Florida has provided an appraisal cost of \$10,425,000 to remove all deed restrictions from the entire Marina area. At this time, the Town is working with all three (3) entities (i.e., Forest Development sales barge, Freedom Boat Club and JetRide Boat Club) that are in conflict with the Town's current TIF deed restrictions to determine a direction moving forward as we do not want to continue any further delays with this aspect of the Marina P3 Project nor do we want to harm any of our business relationships.

We understand that the 2nd Appraisal cost is a significant amount and that all three (3) entities may not be able to support either the full cost or even a partial cost that may be determined or extrapolated from the 2nd Appraisal (again completed just about a month ago).

However, if the "Do Not Move Forward" option (see below) is selected and Forest Development requests to proceed forward with only the 1st Appraisal (as requested by Mr. Zabik), the FDEP will require the Town to ensure/confirm to the FDEP that all conflicts are resolved (not just planned to be resolved, but actually removed/resolved) prior to the FDEP's consideration to place the proposed deed restriction amendments on the Governor and Cabinet Meeting Agenda. It is my understanding from FDEP as well as the Town's team that this has been a consistent message from the State of Florida dating back to when the Forest Development team was managing the deed restriction amendment process with FDEP (until approx. February/March 2025 when the Town took on this responsibility).

Note: The FDEP, from my understanding in my limited time with the Town and dealing with this project, have been consistent in their position on not moving forward to the Governor and Cabinet until all conflicts are

resolved since the Town and Forest Development became aware of the proposed conflicts with the state's deed restrictions (E-mail dated July 18, 2024 - available upon request).

This requirement to remove all conflicts and continue forward within the state's process to be placed on the Governor and Cabinet Meeting Agenda was most recently outlined/confirmed within the FDEP's E-Mail on May 8, 2025 (which was copied to the Forest Development team and available upon request) as well as the January 21, 2025 Memo from the Town Attorney (also available upon request), where it was stated that FDEP is very clear that they will not allow any request(s) for amendment/removal of the deed restrictions to proceed forward until all proposed conflicts are removed from the Marina (see May 8, 2025 FDEP E-Mail quote "we are maintaining that we will not present any proposals for consideration on this matter if the town is out of compliance with the existing restrictions unless the proposal itself would bring the town into compliance or render compliance inapplicable.").

Thus, to ensure that there is no confusion and/or continued time delays, the Town will require notice (in writing) from Forest Development and the two (2) boat membership clubs on their intention to resolve the existing conflicts with the state's deed restrictions [either proceed forward with the 2nd Appraisal OR not move forward with any aspect of the 2nd Appraisal (including selective removal of areas of the full appraisal that would permit some of the existing uses to continue)].

With regard to the Forest Development sales barge, we are aware that you are not interested in moving forward with this 2nd Appraisal amount [again both from the above referenced E-mail from Mr. Zabik as well as the teleconference meeting between the Town and Forest Development a few weeks ago (May 15, 202) and our meeting earlier this week on Monday, June 9, 2025 at the sales barge office]. However, as mentioned during our meeting on Monday, June 9, 2025 at the sales barge office, the Town will require (in writing) Forest Development's specific request (following the steps as outlined within either the "Do Not Move Forward" or "Move Forward" options as provided below), which is/will be the same information that will require from both of the boat clubs:

Do Not Move Forward:

1. Notify the Town (in writing), that Forest Development and/or the two (2) membership boat clubs choose not to move forward with any aspect of the 2nd Appraisal (including selective removal of areas of the full appraisal that would permit some of the existing uses to continue)
2. If it is determined/requested that Forest Development and/or the two (2) membership boat clubs do not choose to move forward with any aspect of the 2nd Appraisal, the Town will require (in writing) the timeline by each of the three (3) entities to resolve the conflict that each of the three (3) entities maintain with the state's deed restrictions
3. The entities will be required to meet the outlined timeline and remove any uses from the Town's Marina and support solely any costs to remove the conflict that they are contributing to with regard to the state's deed restrictions. If the timeline to remove the conflict is not met, the Town will reserve the option to assess potential additional costs to the entity(ies), including, but not limited to, fines/fees and/or removal costs undertaken by the Town

Move Forward:

1. Approval to move forward and extract the appraisal/costs for the Forest Development sales barge from the 2nd Appraisal as well as the two (2) membership boat clubs

2. If determined to move forward, Forest Development and/or the two (2) membership boat clubs will be required to provide a survey and legal description of the area within the Marina requested to be considered by the state
3. If determined to move forward, Forest Development and/or the two (2) membership boat clubs will be required to support any costs to complete this appraisal/amendment process, including a commitment to pay the pro-rated 2nd Appraisal cost that is determined by the FDEP (in advance of any request to FDEP to complete the extrapolation of the area that is desired to be pro-rated)
4. If determined to move forward, Forest Development and/or the two (2) membership boat clubs will be required to provide payment of the total amount determined by appraisal (a deposit may be required to ensure that this payment is provided and to not hold up this approval process any further)

****Please note that these steps have not been reviewed by our Attorney prior to this E-Mail being sent out and additional steps and/or costs may be determined to be required by the Town.**

As you are aware, resolving the deed restriction conflicts is a priority to the Town and in protecting one of our most important resources. However, if the conflicts continue (without being removed/resolved) and/or an amendment to the deed restrictions is not approved (the Town has been noticed in writing by the FDEP almost a year ago of the conflicts), the Town could potentially lose our Marina.

Thus, to ensure that the Town protects this critical community and environmental asset, a commitment and the actual removal of the conflict by Forest Development and/or both membership boat clubs, if required based on the options outlined above, will be required to be resolved no later than the end of June 2025 (when the Town would be required to make the request to the FDEP to proceed with the options that are selected and committed to by Forest Development and/or both of the membership boat clubs). According to FDEP, this will also ensure that the Town can properly request consideration of the deed restriction amendments (based on the options outlined above) by FDEP and be placed on the Governor and Cabinet Meeting Agenda for approval at the earliest possible date (expectantly the September 16, 2025 meeting date).

As provided in various E-mails (available upon request), the mutually agreed upon 2nd Appraisal to remove all deed restrictions within this area was requested on March 5, 2025 [more than six (6) months following the completion of the 1st Appraisal (completed August 30, 2024)], which, as you are aware, provided a cost of \$600,000 to Forest Development to permit the construction of the dry boat storage facility and the restaurant only (please note that the Hotel was not/is not impacted by any of the deed restrictions within the Marina).

At this time (and following the recent teleconference meeting with the Town on May 15, 2025 as well as our discussion on Monday, June 9, 2025 at the sales barge office), the Town is awaiting a determination from Forest Development and/or both membership boat clubs on how to proceed forward (as outlined within the options provided above). We are in agreement and believe that it is critical that we move forward with being placed on the next available Governor and Cabinet Meeting Agenda with one of the following requests regarding the current deed restrictions:

- 1.) the 1st Appraisal only
- 2.) the 2nd Appraisal only
- 3.) the 1st Appraisal and portions of the 2nd Appraisal (outlining specific areas for continued use of the areas in conflict)

As requested on Monday, June 9, 2025 at the sales barge office, if you and/or a member of the Forest Development team could please provide the Town with a written understanding of Forest Development's

request regarding the 2nd Appraisal (in support of Mr. Zabik's E-mail from June 4, 2025) that includes the timeline to remove the current conflict with the state's deed restrictions (as outlined above) no later than 12:00 p.m. (NOON) on Monday, June 30, 2025, we would appreciate it. Please note that the Town is requesting the same information from both of the boat membership clubs to be provided to the Town within the same timeframe so as not to create any further delays with the request to consider amendment(s) to the state's TIF deed restrictions.

Similar to the Forest Development team, we also look forward to meeting next week to discuss the various other aspects of this project/process (as discussed during our February 18, 2025 meeting in Town Hall, various E-mails and discussions and most recently within Ms. DiTommaso's E-mail from Friday, June 6, 2025) including amendment of the P3 Comprehensive Agreement and critical path/timeline, ensuring all aspects of the development/project are clearly defined (in writing) and agreed upon (i.e., management and maintenance of the marina, public park spaces, rights-of-way, air rights, existing easements that will be required to be removed, financial distributions and long-term maintenance funding, etc.), ensuring planning review responses are received regarding the Master PUD and POD site plan(s) comments provided by the Town (October 2024, November 2024 and December 2024), administration and requirements to process all project related permits, providing all requisite project related financial information, providing regular updates to the Commission and community as outlined, etc.

Further, I did want to mention that you were correct that your Attorney did provide the Town with a proposed amendment to the Comprehensive Agreement (regarding removal of the August 2, 2025 date to provide the Town with the \$1.2 million payment and all exhibits referenced would be provided at a later date, which the Town has not yet received) by E-mail on April 15, 2025, which was later received by the Town on April 29, 2025. However, many of the comments from our February 18, 2025 meeting in Town Hall were not included/addressed and, as a result, the Town followed up with two (2) separate E-mail responses (May 6, 2025 and May 22, 2025 – available upon request) as well as other informational E-mails (that may also be provided upon request) that the proposed Amendment provided by your team has been received and that the Town was working to address the additional items/concerns that were expressed during our February 18, 2025 meeting in Town Hall as well as various other discussions and E-mails.

We appreciate that you and your team understand that there is concern regarding the schedule and meeting the various project milestones and that current critical path/timeline is not current nor has been amended as outlined within the Comprehensive Agreement.

However, to assist in moving the project forward, I wanted to note that our Community Development Department continues to be available to support Forest Development with the planning of this project and that the Town will continue to review the proposed Master PUD and POD site plan(s).

Note: At this time, and until the Comprehensive Agreement is amended, the proposed POD submittals have not been in compliance with the approved Comprehensive Agreement and the Town has not been able to approve the two (2) POD site plans that have been submitted as the current Agreement requires that there be four (4) POD site plans. It is my understanding of the need to resolve this conflict has been provided in writing and/or discussed on various occasions with the Forest Development team (i.e., Town planning review comments on various occasions in 2024 as well as within various E-mails and/or discussions, including the February 18, 2025 meeting in Town Hall).

However, presuming that Forest Development is willing to continue to run the Master PUD and site plan process (including responding to all Town planning comments) concurrently with the state's deed restriction

amendment process (until the Comprehensive Agreement is amended), Forest Development would be provided with opportunity to move forward with the proposed Hotel POD project (which was/is not dependent on the state's deed restrictions) as soon as the Comprehensive Agreement is amended. We are hopeful that this commitment would assist in moving the entire P3 project forward.

Again, we look forward to working with Forest Development and resolving the various issues/concerns that have been outlined to ensure that this important community project continues to move forward and is constructed.

Thank you.

Have a great day.

Richard J. Reade
Town Manager
Town of Lake Park, Florida

Tel: 561.881.3304
E-Mail: rreade@lakeparkflorida.gov

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From: Peter Baytarian <peter@forestdevelopment.com>
Sent: Wednesday, June 11, 2025 2:53 PM
To: Richard Reade <rreade@lakeparkflorida.gov>; Roger Michaud <rmichaud@lakeparkflorida.gov>; Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>; Graziotto Ray & Tarry <raymond@skholdings.com>; Larry Zabik <lzabik@zabikandassociates.com>; Brian Terry <brianterry@insitestudio.com>
Subject: Following up from 6/10/2025 Meeting

Dear Richard and Roger:

Thanks for taking the time to meet with us to discuss the P3 project yesterday. We have confirmed with Janet Perry that we are available next Wednesday June 18th at 10am. As you know we disagreed with much of what was alleged in terms of us delaying the project. That said, we agree it is best that we get together to talk through the Town's concerns and ours so that we can move forward as partners. We will use the recent email from Nadia as the starting place of an agenda and will send you a draft before the end of this week for your consideration.

Also attached is the email, which was sent to Richard last week that clearly outlines our position on the Reverter and Deed Modification issue. It is critical that we soon figure out a path forward as it is holding up our ability move forward together. There was also some conversation about not receiving regular updates, we will be happy to provide all previous updates that have been given to the Town. Finally, we have also attached the email chain that includes the draft amendment to the Comprehensive Agreement which was originally sent to the Town Attorney on April 15, 2025, for review and comment.

Looking forward to our meeting next week.

Thanks,

Peter Baytarian

Managing Partner

ForestDevelopment.com

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