

RESOLUTION 11-02-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A RESTRICTIVE COVENANT CLAUSE BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR THE LAKE PARK HISTORIC EVERGREEN HOUSE PRESERVATION IMPROVEMENTS, FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town previously determined a need to repair and improve the Evergreen House with exterior and interior restoration improvements; and

WHEREAS, the Town has been awarded a preservation grant through the Division of Historical Resources (the Division) to assist with the Evergreen House restoration improvements; and

WHEREAS, a condition of the grant is the execution of a Restrictive Covenant Clause which provides considerations by the Town for the acceptance and receipt of grant funds used in the restoration and preservation work at the Evergreen House, and

WHEREAS, Town staff has recommended to the Town Commission of the Town that it authorize the Town Mayor to execute this Restrictive Covenant Clause with the Division of Historical Resources.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the mayor to execute a Restrictive Covenant Clause between the Town and the State of Florida, Department of State, Division of Historical Resources.

Section 3. This resolution shall be effective upon its execution.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>✓</u>	___
VICE MAYOR MICHAEL J. HENSLEY	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER MICHAEL O'ROURKE	<u>✓</u>	___
COMMISSIONER JUDITH E. THOMAS	<u>✓</u>	___

The Town Commission thereupon declared the foregoing Resolution 11-02-26 duly passed and adopted this 4 day of February, 2026.

TOWN OF LAKE PARK, FLORIDA

BY: R. D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT A
RESTRICTIVE COVENANTS
Project Name: Lake Park Evergreen House Preservation Improvements
Grant Number: 25.h.sc.100.065

THESE COVENANTS are entered into this 4th day of February, 2026, by the Town of Lake Park, hereinafter referred to as the Owner, and shall be effective for a period of 15 years from the date of recording, in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, serving as the county recorder provided by law for Palm Beach County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **601A U.S. Highway One, Lake Park, Florida, Palm Beach County, Florida**, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Town of Lake Park** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$ 198,500.00, to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Town of Lake Park, Florida**, hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Town of Lake Park, Florida**, and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Town of Lake Park, Florida** grants to the Department a security interest in the Property in the amount of \$ 198,500.00, active for the period stated in the preamble above.
2. The **Town of Lake Park, Florida** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Town of Lake Park, Florida** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Town of Lake Park, Florida** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Town of Lake Park, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.

7. The **Town of Lake Park, Florida** agrees that these restrictions shall encumber the property for a period of **15** years from the date of recordation, and that if a restriction is violated within the **10** year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. Amortization Schedule for projects involving improvements to Real Property: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first ten (10).
 - b. Amortization Schedule for Acquisition projects: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).
8. If the **Town of Lake Park, Florida** violates any part of these Restrictive Covenants, then the **Town of Lake Park, Florida** will be in default and the Department shall have the right to exercise the following rights:
 - a. The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the **Town of Lake Park, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **Town of Lake Park, Florida**, which notice or demand are hereby expressly waived by the **Town of Lake Park, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;
 - c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Town of Lake Park, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **Town of Lake Park, Florida** shall remain liable for any obligations remaining unpaid.
9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Town of Lake Park, Florida** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The **Town of Lake Park, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Town of Lake Park, Florida** has read these Restrictive Covenants Clause and has hereto affixed their signature.

WITNESSES:



Witness Signature

Vice Mayor Michael Hensley

Witness Name Typed/Printed

535 Park Avenue, Lake Park, Fl.

Lake Park, Florida 33403

Witness Address



Signature

Roger Michaud

Lake Park Town Mayor

Name and Title Typed/Printed

535 Park Avenue

Lake Park, Florida 33403

Owner Address

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

Date: February 4, 2026

By: Vivian Mendez

Vivian Mendez MMC, Town Clerk

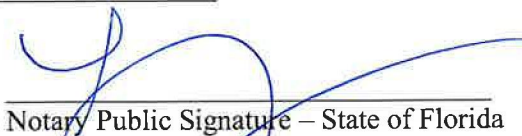
The foregoing instrument was acknowledged before me by means of physical presence notarization, this 4th day of February, 2026, by **Roger Michaud, as Lake Park Town Mayor** _____
(Name) (Type of Authority, e.g., Officer)

for **Town of Lake Park.**

(Name of Municipality)

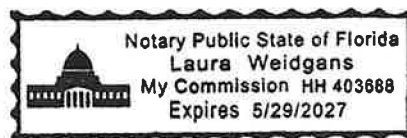
Personally Known OR Produced Identification

Type of Identification Produced _____



Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public



**KELSEY PARK
SECTION 21, TOWNSHIP 42 AOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**

LEGAL DESCRIPTION:

Parcel 1

All of Block 118 as shown on the plat of Kelsey City, recorded in Plat Book 8 pages 15 and 23 of the Palm Beach County Public Records, less the West 20 feet and less the corner clip as shown on FDOT Maintenance Map (Section 93040 – MAINT). Laying in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

Beginning at the intersection of the North Right-of-Way line of Foresteria Drive (formerly Avenue F), being a 60 foot Right-of-Way, and the east Right-of-Way line of Federal Highway (formerly First Street), being an 80 foot Right-of-Way.

Thence North $05^{\circ}06'35''$ West, 642.83 feet along the East Right-of-Way line of said Federal Highway to the beginning of a non-tangent curve concave to the Southeast, having a radial bearing of South $59^{\circ}55'46''$ East.

Thence Northeasterly along said curve for 14.09 feet with a radius of 15 feet and a central angle of $53^{\circ}49'11''$ to a point of tangency.

Thence North $83^{\circ}53'25''$ East, 334.78 feet along the South Right-of-Way line of Greenbriar Drive (formerly Avenue G), being a 60 foot FDOT Right-of-Way, to its intersection with the west Right-of-Way line of Lake Shore Drive, being a 60 foot Right-of-Way.

Thence South $05^{\circ}40'35''$ East, 655.06n feet along the West Right-of-Way line of said Lake Shore Drive to its intersection with the North Right-of-Way line of said Foresteria Drive.

Thence South $84^{\circ}53'25''$ West 353.20 feet along the North Right-of-Way line of said Foresteria Drive to the Front of Beginning and Containing 5.238 Acres, more or less.

This Parcel 1 Legal Description covers the portion of the property that includes the Evergreen House and surrounding area as indicated and highlighted on the survey map.

SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

LEGEND:

LEGAL DESCRIPTION

LOCATION MAP

SURVEYOR NOTES

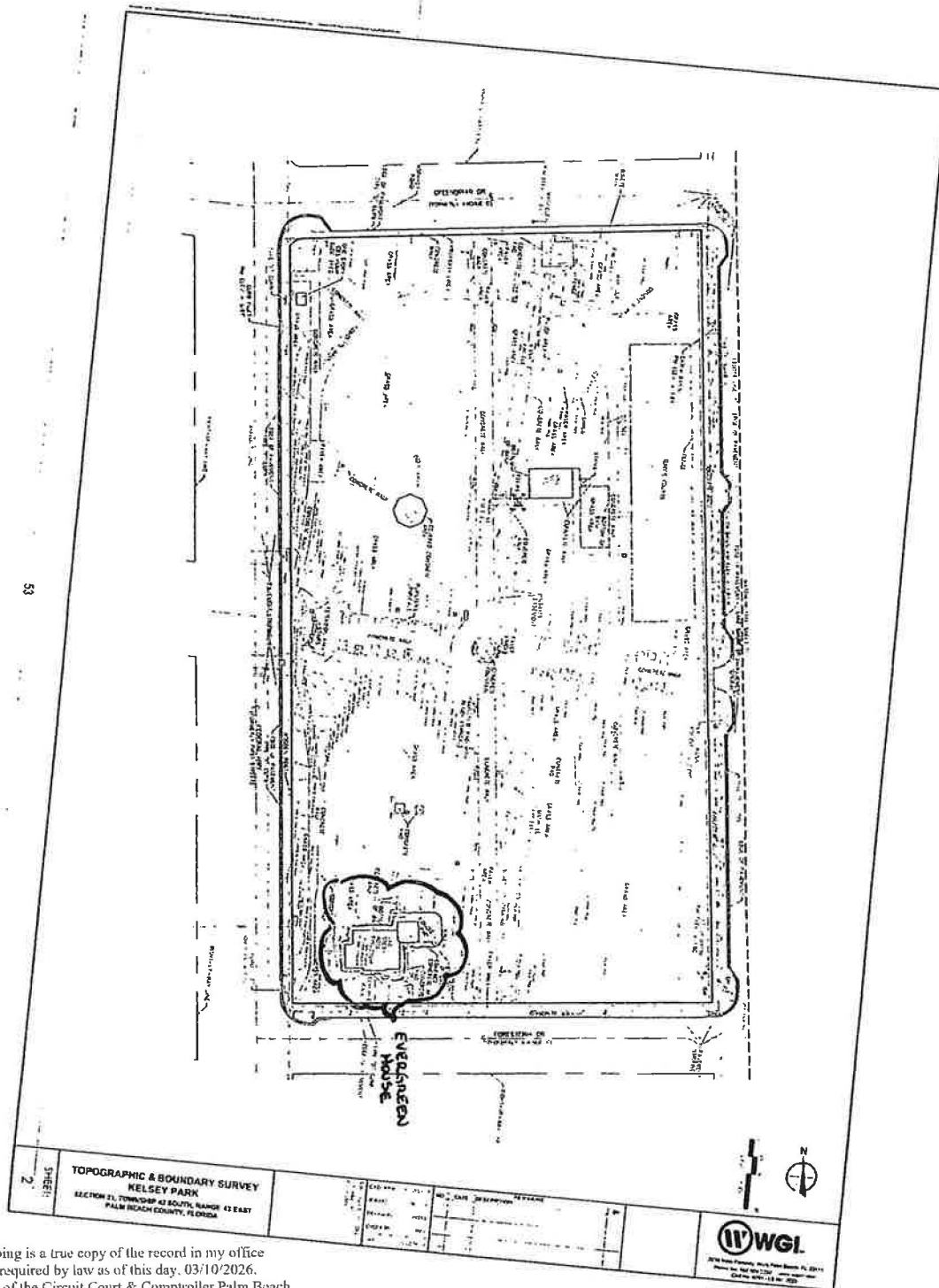
SHEET INDEX

COVER SHEET
TOPOGRAPHIC SURVEY
BOUNDARY SURVEY

**TOPOGRAPHIC & BOUNDARY
SURVEY
KELSEY PARK
SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**

TOPOGRAPHIC &
BOUNDARY
SURVEY

Jim
Sullivan



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, 03/10/2026.
Michael A. Caruso, Clerk of the Circuit Court & Comptroller Palm Beach County, Florida
By: *[Signature]* Deputy Clerk

Corey Gregory



TOPOGRAPHIC & BOUNDARY SURVEY

KELSEY PARK

SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

PREPARED BY



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wgnc.com
Cen No. 6051 - LB No. 7055

CONSULTANTS

PROJECT TITLE

TOPOGRAPHIC & BOUNDARY
SURVEY
KELSEY PARK
SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

SURVEYOR OF RECORD
JIM SULLIVAN PSM
LS6689



NO.	DATE	DESCRIPTION

DRAWN DATE 2022-06-24
DRAWN BY ALEX
CHECKED BY JIM S
FIELD CHRISTIAN S
PROJECT # 8079-00

TOPOGRAPHIC &
BOUNDARY
SURVEY

SHEET # 1 TOTAL SHEETS 2

Jim
Sullivan

Digitally signed by
Jim Sullivan
Date: 2022.06.24
16:56:53 -0400

BY JIM SULLIVAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6689

LEGEND:

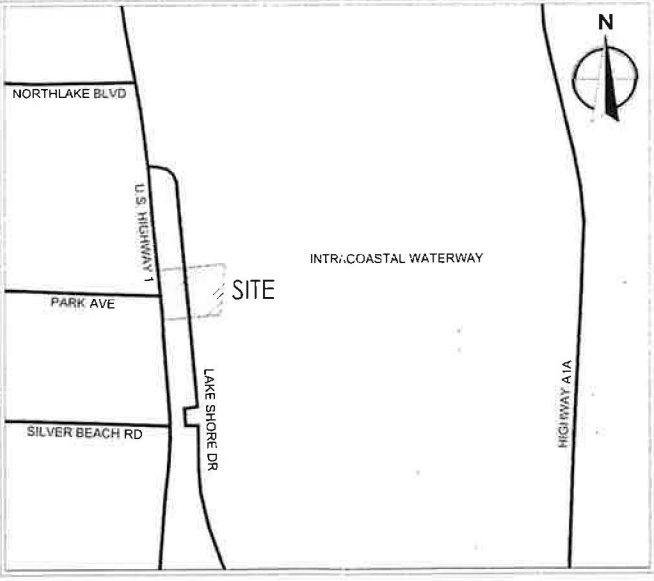
PSM	= PROFESSIONAL SURVEYOR & MAPPER	(CL)	= CALCULATED FROM FIELD MEASUREMENTS
PB	= PLAT BOOK	C	= CENTER LINE
R	= RADIUS	F	= FENCE
M	= MANHOLE	CLP	= CONCRETE LIGHT POLE
IS	= INFORMATION SIGNS	DA	= DELTA (CENTRAL ANGLE)
TS	= TELEPHONE RISER	WFB	= WIRE FULL BOX
V	= VEGETATION	E	= EXISTING ELEVATION (GROUND SHOTS TO TENTHS ONLY)
PP	= POWER POLE	GV	= GATE VALVE (WV=WATER VALVE)
CB	= CHORD BEARING	SV	= SEWER VALVE/IRRIGATION VALVE
CD	= CHORD DISTANCE	GA	= GUY WIRE ANCHOR
PCN	= PARCEL CONTROL NUMBER	L	= LENGTH OF ARC
DT	= TREE DIAMETER AND TYPE	LS	= LICENSED SURVEYING BUSINESS
TS	= TRAFFIC SIGNAL MAST ARM	LP	= LIGHT POLE
UB	= UNKNOWN METER BOX	NGVD	= NATIONAL GEODETIC VERTICAL DATUM
SC	= SERVICE CABINET	NAD	= NORTH AMERICAN DATUM
B	= BENCH	NAVOD	= NORTH AMERICAN VERTICAL DATUM
TC	= TRASH CAN	ORS	= OFFICIAL RECORDS BOOK
EM	= ELECTRIC METER	OW	= OVERHEAD UTILITY WIRES
BP	= BACKFLOW PREVENTER	P	= PLAT
B	= BOLLARD	PG	= PAGE
FP	= FLAG POLE	PBCR	= PALM BEACH COUNTY RECORDS
		PLS	= PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION

PARCEL 1: 0.10 AC. LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ALL SAID LAND CONTAINS 10.00 ACRES, MORE OR LESS.

LOCATION MAP



SHEET INDEX

1	COVER SHEET
2-3	TOPOGRAPHIC SURVEY
4-5	BOUNDARY SURVEY

SURVEYOR NOTES:

1. THE EXISTING RIGHT-OF-WAY FOR PARK AVENUE IS 60 FEET.
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S.
3. THE SURVEY WAS CONDUCTED ON THE DATE OF THE SURVEY REPORT.
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