

WALTER DUKE + PARTNERS

COMMERCIAL REAL ESTATE VALUATION

Walter B. Duke, III, MAI, CCIM
State Certified General Appraiser 375

October 31, 2025

Via Email: bgould@lakeparkflorida.gov

Barbara A. Gould
Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Re: Agreement for Consulting Services in Evaluation of P3 Agreement on Behalf of the Town of Lake Park – Lake Park Harbor Marina Property Comprising Approximately Twelve (12) Acres
103 Lake Shore Drive, Lake Park, FL 33403

Dear Ms. Gould:

On August 2, 2023, the Town of Lake Park (Town) entered into a private public partnership (P3) with Forest Development P3 LPM, LLC, to redevelop the above referenced property. It was approved by the Town Commission by Resolution 48-07-23. The redevelopment includes retail, offices, restaurants, and a hotel; the expansion and reconfiguration of the marina and its boat slips: the relocation of an existing boat ramp; a boat storage facility; and public amenities.

The P3 also includes four 99-year ground leases tied to the Comprehensive Agreement that covers the Hotel component (Pod A) executed January 3, 2024; the Boat Storage component (Pod B) executed May 16, 2024. The Public Marina component (Pod C) executed May 17, 2024; and the Marina Restaurant component (Pod D) executed May 17, 2024. The developer will make annual ground lease payments of \$75,000 for each component or a total of \$300,000 which are anticipated to begin in 2025, once all requirements have been met.

Walter Duke + Partners has expertise in the financial evaluation of commercial real estate with a specialty in assisting local government. The Town of Lake Park is desirous of retaining Walter Duke + Partners to provide a real estate evaluation of the current comprehensive agreement. The goal is to help the town determine the reasonableness and feasibility of the current proposed development and thoughts on areas of concern or potential improvement.

The primary scope of the effort engaged under this agreement will be to review the existing public-private development comprehensive agreement and related documents such as leases, and disposition agreement(s), undertake a financial comparative analysis with other municipalities discussions with you and the Town and high-level review of the provided financial documents and, possibly, pro forma information and/or outreach to industry sources.

This is a complex matter. Walter Duke + Partners will offer a team approach. Our experts have experience in the analysis of modern mixed-use development with a specialty in waterfront properties and marinas, financial analysis and real estate valuation. In all, up to six team members will participate in this analysis.

The analysis will conclude in a written memo that may ultimately serve as back-up material for the Board at a public hearing at which Walter B. Duke, III, will be available for questions and/or provide the Board with a brief presentation. It is anticipated due diligence will take up to three months and will include communication with staff and the possibly the private partner. The fee for this scope of work is **\$17,000**. All post memo services and meetings will be billed at the government rate of **\$250 per hour**.

2860 W State Road 84, Suite 109 | Fort Lauderdale, Florida 33312-4804 | T 954.587.2701 | F 954.587.2702 | WalterDuke.com

Since 1975

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Walter Duke + Partners, Inc. provides comprehensive valuation advisory services to a wide range of clients, including governmental agencies, real estate developers, and law firms. The firm possesses extensive experience with Public-Private Partnership (P3) projects and related matters. We confirm that there is no conflict of interest in assisting the Town of Lake Park with this matter.

Also,

1. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.

b. Upon the request of the Town, provide any such public records.

c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.

d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

I look forward to working with you on this important matter.

Very truly yours,



Walter B. Duke, III, MAI, CCIM
State-Certified General Real Estate Appraiser RZ375

AGREED AND ACCEPTED

Signature

Date

Name (Printed)

Title

Barbara A. Gould
Finance Director
Town of Lake Park
October 31, 2025

TERMS AND CONDITIONS

1. These Terms and Conditions, between Walter Duke + Partners, Inc. (Consultant) and the Client for whom the referenced service will be performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state of Florida.
2. Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the appraisal fee is not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the appraisal report.
3. Final payment is due and payable upon delivery of the final report.
4. If we are requested to give court testimony, an additional fee will be charged on an hourly basis at our then-prevailing hourly rate. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
5. In the event Client requests additional services beyond the purpose stated in the Agreement, Client agrees to pay an additional charge for such services, plus reimbursement of expenses, whether or not the completed report has been delivered to Client at the time of the request.
6. It is understood that the Client has the right to cancel this assignment at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred, with a minimum charge of \$500.
7. Additional copies of the appraisal reports are available at a cost of \$100 per original color copy and \$50 per photocopy (black and white), plus shipping costs.
8. In the event Client fails to make payments when due and payable, then from the date due and payable until paid the amount due and payable, shall bear interest at the maximum rate permitted in the state in which the office of Appraiser executing the Agreement is located. If Consultant is required to institute legal action against Client relating to the Agreement, Consultant shall be entitled to recover reasonable attorney's fees and costs from Client.
9. Consultant assumes that there are no major or significant items that would require the expertise of a professional building contractor or engineer. If such items need to be considered in Consultant's studies, such services are to be provided by others at a cost which is not a part of the fee proposal.
10. In the event of any dispute between Client and Consultant relating to this Agreement, or Consultants or Client's performance hereunder, Consultant and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Consultant executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding, and reasonable attorney's fees.
11. Client acknowledges that Consultant is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Consultant. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the appraisal report discussed herein.
12. All statements of fact in the report which are used as the basis of the Consultant's analyses, opinions, and conclusions will be true and correct to the best of the Consultant's knowledge and belief. The Consultant may rely upon the accuracy of information and material furnished to Consultant by Client.
13. Consultant shall have no responsibility for legal matters, questions of surveyor title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the property analyzed.
14. Client shall provide Consultant with such materials with respect to the Assignment as are requested by Consultant and in the possession or under the control of Client. Client shall provide Consultant with sufficient access to the real property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
15. The data gathered in the course of the Assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Consultant. With respect to data provided by Client, Consultant shall not violate the confidential nature of the Consultant-client relationship by improperly disclosing any confidential information furnished to Consultant. Notwithstanding the foregoing, Consultant is authorized by Client to disclose all or any portion of the report and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Consultant to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
16. Unless specifically noted in the appraisal, we will not be taking into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof. Further, Consultant understands that there is no major or significant deferred maintenance in the property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of this fee proposal.
17. Client shall not indemnify Consultant or hold Consultant harmless unless and only to the extent that the Client misrepresents,

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distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client proximately result in damage to Consultant. Client shall indemnify and hold Consultant harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover, from the other, reasonable attorney fees and costs.

18. Please note that Consultant's consent to allow the appraisal report or portions of the report, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at Consultant's reasonable discretion and, if given, will be on condition that Consultant will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Consultant, by a party satisfactory to Consultant. Consultant does consent to Client submission of the complete final report to rating agencies, loan participants or your auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter. Notwithstanding, the Termination Trustee may provide copies of the report to the beneficiaries of the Plan of Termination.

19. Walter Duke + Partners, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the Client or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Walter Duke + Partners, Inc. Client shall not include partners, affiliates or relatives of the party named in the engagement letter.

SPECIFIC PROPERTY DATA REQUEST

- Any financial information to development costs or financial projections associated with their proposed development solution **(provided)**
- Copy of any staff summary or report of the applicant's submission **(provided)**
- Any appraisals or other third-party studies pertaining to the property or submissions **(provided)**
- Contact information for the private partner if there are any questions. **(pending)**

