

Memo

To: Mayor and Town Commissioners; Rich Reade, Town Manager
From: Brett T. Lashley, Esq. and Thomas J. Baird, Esq.
Date: September 24, 2026
Subject: Sales at Sea Settlement Agreement

Background

The former Town Manager negotiated a lease agreement (“Agreement”) with Sales at Sea, LLC (“Sales at Sea”), which permitted Sales at Sea to dock a barge which “housed” a replica furnished condominium unit used to facilitate the sale of condominium units for Forest Development’s Nautilus 220 project. The barge was specific to the Nautilus 220 project. The Agreement permitted Sales at Sea to dock its barge at the Town’s marina in exchange for monthly rental payments for the slips it occupied. The former Town Manager also authorized Forest Development to alter the marina to accommodate the large barge. By September of 2025, Forest had represented to the Town that 90% of the condominium units had been sold. At the time the former Town Manager negotiated the Agreement, he was apparently unaware that the area where the barge was parked, was in a deed restricted area. Once FDEP learned of the barge’s location, it advised the Town that the barge must be removed. Forest sought to relocate the barge in the marina, but the only feasible location would have resulted in the barge encroaching on a navigation channel. The barge thus removed on October 1, 2025.

The Agreement also required Sales at Sea to restore the marina and replace any removed docks with floating docks. Although the barge was removed on October 1, 2025, Sales at Sea failed to honor its obligations under the Agreement despite being asked by the Town on several occasions. When it became evident that Sales at Sea might not be honoring the Agreement, the Town, through our office, sought to enforce the Agreement.

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September 24, 2026

Page 2

When it became apparent that the Town would have to bring a legal action to enforce the Agreement, Mr. Baytarian, the Manager of both Forest Development and Sales at Sea appeared at a commission meeting and spoke under the public comment portion of the agenda. He requested that the Town agree to participate in pre-suit mediation to resolve the dispute. Initially, the Town Commission rejected this approach and authorized the Town Attorney to file suit. Later, the Town Attorney suggested that pre-suit mediation would potentially be less costly and allow the area to be restored sooner and without the cost of litigation. After two in-person mediation sessions, the parties came to an agreement which the Town Manager and Town Attorney agreed to recommend to Town Commission for approval. Attached to this memo is the proposed settlement agreement approved by Sales at Sea and recommended for approval. Should the Town Commission vote to approve the Settlement Agreement, the motion should direct and authorize the mayor to execute it on behalf of the Town.

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