



City of  
**Lake Worth  
Beach**  
FLORIDA

# *Sports Lighting*



*2024-2025 Florida Recreation  
Development Assistance Program*



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: \_\_\_\_\_

Postmarked: \_\_\_\_\_

Application Number: \_\_\_\_\_

1. APPLICANT INFORMATION

A. Name of Applicant: City of Lake Worth Beach

B. Federal Employer Identification Number: \*\* 59-6000358
\*\*(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)

C. Population: 42,219

D. Current Operating Budget: 43,706,026
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: Lauren Bennett Title: Leisure Services Department Dir
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 7 North Dixie Highway

City Lake Worth Beach, FL Zip Code: 33460

Telephone :( ) 561.586.7421 E-mail: lbennett@lakeworthbeachfl.gov

FAX: \_\_\_\_\_

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

Date

## 2. PROJECT INFORMATION

A. Name of Project: Sports Lighting Retrofit

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition:

Development:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

Trail Construction:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

**Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (August 31, 2023).**

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

**(Tab as Exhibit “N”)**

**C. PROJECT LOCATION:**

Street Address: 900 22nd Ave N

City: Lake Worth Beach County: Palm Beach Zip Code: 33460 -6175

GIS Coordinates: Latitude: 26.64126 Longitude: -80.06230

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

**(Tab as Exhibit “K”)**

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

**(Tab as Exhibit “L”)**

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

**(Tab as Exhibit “M”)**

**D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:**

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Bobby Powell Senate District Number: 24

State Representative: David Silvers House District Number: 89

**E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 31.4**



**F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.**

**1) For Development Projects:**

- (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Please see Exhibit "P" for a Project Description.

- (b) Indicate if a natural spring is located on project site:

Yes  No

- (c) Indicate if there is public access to the park either through an existing street or easement:

Yes  No

Describe Public Access:

22nd Avenue North is a dedicated roadway accessible through several connecting streets, providing direct access to Northwest Park for cars and bicycles. Ample parking is available. Pedestrians can access the Park via existing sidewalks connected to it.

**(If additional room needed - Tab as Exhibit "P")**

**2) For Acquisition Projects: (in addition to the above information)**

- (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement.

**(If additional room needed - Tab as Exhibit "P")**

### 3. FINANCIAL INFORMATION

**GRANT MATCH RATIOS:** (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. **The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.**

A. FRDAP Funds Requested (State Share) Line A \$ 200000

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ 200000

2. In-Kind: Line C \$ 0

3. Land Value: Line D \$ 0

**If property is developed, land value CANNOT be used as a match.**

Total Local Match: Line E \$ 200000  
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 400000

**Sum of Lines A and E  
(Should not total more than \$400,000)**

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at <http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm>).

(Tab as Exhibit "O")

**D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):**

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

**Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.**

**DEVELOPMENT PROJECTS:**

**PRIMARY RECREATION AREAS AND FACILITIES:** Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

**SUPPORT FACILITIES AND IMPROVEMENTS:** Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

**ACQUISITION PROJECTS:**

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

**(Tab as Exhibit “H”)**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT BUDGET DETAIL**

**Project Name:** Sports Lighting Retrofit

**Grantee Name:** City of Lake Worth Beach

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

**Project Tasks, Deliverables and Required Documentation**

<b>Task #1:</b> Development of: <u>Sports Lighting Retrofit</u>	<b>Amount of Costs            to be Paid with            Grant Funds</b>	<b>Amount of Costs            to be Paid with            Grantee Match</b>	<b>Deliverables and Documentation To            Be Submitted Upon Completion            And Before Reimbursement Can Be            Approved</b>
<u>(List each Primary project            element)</u>  Baseball Field Lighting (NEW)	Provide Budget Detail  \$197,000	Provide Budget Detail  \$197,000	Project Completion Certification  Final as-built site plan  Florida Recreation and Parks Inventory Form  Color Photographs of Project  Notice of Limitation of Use  Boundary Survey



## **INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

**DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED:** Identify **ALL** elements that will be completed under this Agreement.

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

**MATCH AMOUNT TO BE CLAIMED:** The same level of detail must be provided for match as for reimbursement.

**DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION:** All of these deliverables must be submitted before final reimbursement can be processed.

**Completion Documentation required prior to Reimbursement**

**PART II — EVALUATION CRITERIA**

**GENERAL CRITERIA**

**1. CAPITAL IMPROVEMENT PLAN**

- A. Is the proposed project identified, in whole or in part, in the applicant’s capital improvement plan or schedule during the current or next three (3) fiscal years?

**Provide:**

1) A letter from the agency’s city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND -

2) A copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

**(20 points)**

Yes       No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

**Provide:** a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must **clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.**

**(10 points)**

Yes       No

**(Tab as Exhibit “A”)**

**2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN**

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA-2008 (Chapter 6 & 7)**. **Provide quotations or other appropriate references with explanations to justify the correlation.** To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

**(Tab as Exhibit “B”) (4 points)**

Please refer to Exhibit "B" for explanation of how the project addresses goals listed in State Comprehensive Outdoor Recreation Plan.

**B. 2008 Relative Need Index by Region**

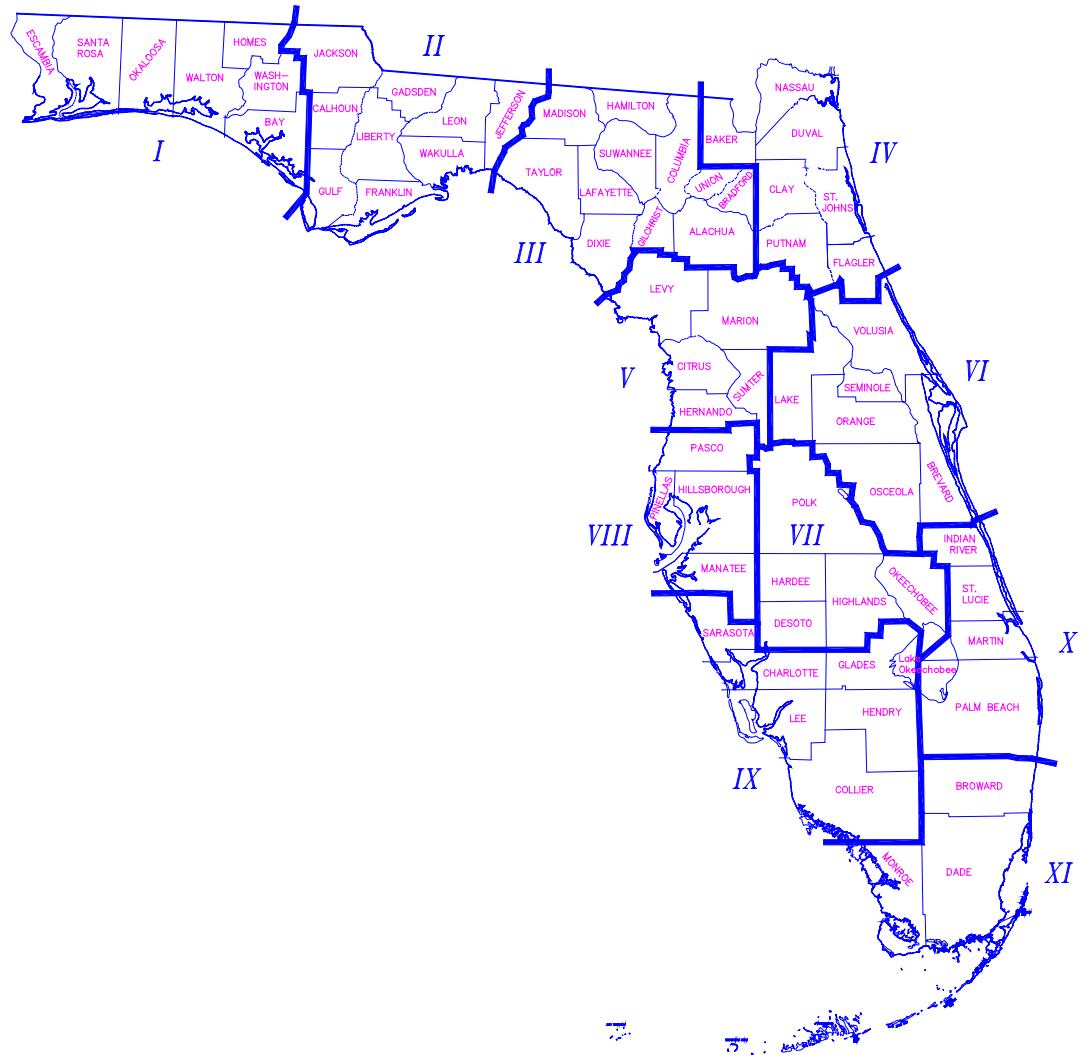
The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

**(7 points)**

- I Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- III Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding – Unpaved Trails
- IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor  
Swimming Pool Use Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor  
Tennis \* Soccer or Rugby
- IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming  
Pool Use Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \*  
Historical or Archaeological Sites
- X Football \* Golf \* **Baseball or Softball** \* Outdoor Swimming Pool Use \* Picnicking \*  
Outdoor Tennis Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping  
\* Soccer or Rugby



Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities \* Outdoor Tennis \* Golf \* Outdoor Basketball \* Saltwater Non-Boat Fishing \* RV / Trailer Camping



### 3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check ALL that apply**):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application and each of **the three meetings must be held separately** to receive each set of points. **Meetings also must be held prior to the application submittal.**)

A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. **If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.**

(Tab as Exhibit "C-1") (10 points)

B. The project was discussed at a **regularly** scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide **a copy of the minutes** of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

(Tab as Exhibit "C-2") (7 points)

C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (**minutes from the meeting which the project was discussed** with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a **copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

(Tab as Exhibit "C-3") (4 points)

#### 4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: **(Check ONLY one):**

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart. Must provide both to receive points.**

- The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (6 points)**
- The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (4 points)**
- The applicant has other means of providing facility development, programming and maintenance. **(Tab as Exhibit "D") (2 points)**

#### 5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity **(within the current or past 3 years)** in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

**(A management or maintenance agreement is not acceptable.)**

- Yes  No **(Tab as Exhibit "E") (3 points)**

#### 6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

- Yes  No **(Tab as Exhibit "G") (5 points)**

## DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

### 1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) **(If undeveloped, state None)**. The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

**(Tab as Exhibit "G") (5 points, if undeveloped)**

Baseball, Concession Stand, Playground, Lighted Field, Parking

### 2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) **(If developing trails, must have separate trails to receive separate points.**

**(Maximum 30 points)**

Baseball Field Lighting (NEW), Landscaping (NEW)

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. (**Check ONLY one**):

- Highest Priority Funding Need (13 points)
- Second Highest Priority Funding Need (8 points)

<b>Population Density 1 – Population Under 10,000</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 2 – Population 10,000 to 24,999</b>	<b>Rank 1</b>	<b>Renovation</b>
	<b>Rank 2</b>	<b>Construction</b>
<b>Population Density 3 – Population 25,000 to 49,999</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 4 – Population 50,000 to 99,999</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 5 – Population 100,000 and Over</b>	<b>Rank 1</b>	<b>Renovation</b>
	<b>Rank 2</b>	<b>Construction</b>

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Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

### Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	<b>Cluster I</b>
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	<b>Cluster II</b>
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	<b>Cluster III</b>
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	<b>Cluster IV</b>
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	<b>Cluster V</b>
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	<b>Cluster VI</b>
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999



City of  
**Lake Worth  
Beach**  
FLORIDA

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- Exhibit D: Organizational Chart
- Exhibit E: Cooperative Agreement (N/A)
- Exhibit F: Comprehensive Plan (N/A)
- Exhibit G: Comprehensive Site Plan
- Exhibit H: Greenways and Trails (N/A)
- Exhibit I: Greenways Letter (N/A)
- Exhibit J: Greenway Plan (N/A)
- Exhibit K: Boundary Map
- Exhibit L: Photographs
- Exhibit M: Location Map and Directions
- Exhibit N: Site Control Documentation
- Exhibit O: REDI Waiver (N/A)
- Exhibit P: Description of Physical Characteristics



City of  
**Lake Worth  
Beach**  
FLORIDA

# *A: Capital Improvement Plan*





OFFICE OF THE CITY MANAGER  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
(561) 586-1689

August 30, 2023

Ms. April Moody  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 585  
Tallahassee, Florida 32300-3000

RE: City of Lake Worth Beach - Current Capital Improvement Plan

Dear Ms. Moody:

Enclosed is a copy of the City of Lake Worth Beach Capital Improvement Plan adopted on September 22, 2022. One of our most important recreational priorities is "The Sports Lighting Retrofit" project that is included in the attached plan.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Carmen Y. Davis".

Carmen Y. Davis  
City Manager

cc: Lauren Bennett, Director of Leisure Services  
Jerry Kelly, Grants Analyst

**{See Attachment}**

Capital Improvement Program  
Five Year Plan

Project Title	FY 2023 Requests	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast	Cumulative Requests	Non Appropriated Grant Application	Appropriations							Funding Not Identified or not Funded	
								Pay Go	Fund Balance	Transfers		Sales Tax	ARPA	New Borrowing		
										From Other Funds	Grant /SRF					
<b>Library</b>																
Windows - Library - 15 N M St.	120,000					120,000	-	-	-	-	-	-	-	120,000	-	-
Total Library Services	120,000	-	-	-	-	120,000	-	-	-	-	-	-	-	120,000	-	-
<i>cross foot error s=0</i>																
<b>Recreation</b>																
Skate Park	1,500,000					1,500,000	1,500,000	-	-	-	-	-	-	-	-	-
Spillway Park	1,500,000					1,500,000	1,500,000									
NW Ballfields - Replace Fence	100,000					100,000	-	-	-	-	-	-	-	100,000	-	-
NW Ball Fields- Lighting Upgrades	656,611					656,611	-	-	-	-	-	-	-	656,611	-	-
Wimbley Gym- Roof Replacement Project	140,000					140,000	-	-	-	-	-	-	-	140,000	-	-
Howard Park Playground						-	-	-	-	-	-	-	-	-	-	-
Memorial Park- Pavilion Renovation	-					-	-	-	-	-	-	-	-	-	-	-
Memorial Park- Re-sodding						-	-	-	-	-	-	-	-	-	-	-
South Bryant Park- Fitness Park						-	-	-	-	-	-	-	-	-	-	-
South Bryant Park- Playground	150,000					150,000	-	-	-	-	-	-	-	150,000	-	-
Bryant Park Jetty	62,000					62,000	-	-	-	-	-	-	-	62,000	-	-
Total Leisure Services	4,108,611	-	-	-	-	4,108,611	3,000,000	-	-	-	-	-	-	1,108,611	-	-
<i>cross foot error s=0</i>																
<b>Street Maintenance</b>																
Roadway Projects: - sales tax proceeds already funded for FY 22	1,345,000	1,000,000	1,000,000	1,000,000	1,000,000	5,345,000	-	200,000	-	-	-	1,145,000	-	-	-	4,000,000
Sidewalk and ADA Special Projects	1,000,000					1,000,000							1,000,000			
Roads / ADA Improvements	1,053,559					1,053,559	-	-	183,559	-	870,000	-	-	-	-	-
Total Street Maintenance Fund	3,398,559	1,000,000	1,000,000	1,000,000	1,000,000	7,398,559	-	200,000	183,559	-	870,000	1,145,000	1,000,000	-	-	4,000,000
<i>cross foot error s=0</i>																
Total General Fund	12,799,670	1,000,000	1,000,000	1,000,000	1,000,000	16,799,670	3,065,000	262,500	183,559	-	870,000	1,145,000	7,013,611	-	-	4,260,000
<i>cross foot error s=0</i>																
<b>Building Fund</b>																
1900 Customer Service Security and Access	555,000					555,000	-	-	555,000	-	-	-	-	-	-	-
Total Building Fund	555,000	-	-	-	-	555,000	-	-	555,000	-	-	-	-	-	-	-
<i>cross foot error s=0</i>																

**STATE COMPREHENSIVE OUTDOOR RECREATION PLAN**  
**City of Lake Worth Beach**  
**Sports Lighting Retrofit**  
**from**  
**State Comprehensive Outdoor Recreation in Florida 2019**

- \* Goal 1-1: Increase the promotion of active and healthy lifestyles in the outdoors.

The new lighting at the ballfields at Northwest Park will promote outdoor fitness activities and provide users with an opportunity to improve their health. Through activity at the fields, all members of the community can enjoy an active lifestyle in the outdoors.

- \* Goal 1-2: Increase the number the recreation facilities, programs and opportunities in urban areas and rural communities.

The installation of new LED ballfield lighting will increase facilities for users at the urban park. The project will further the goal of increasing active recreational opportunities within a built-up urban area. The project will provide increased access to the many residents living in the neighborhoods surrounding the site. Improved lighting will increase access to the fields by allowing better visibility in the evening for recreational sports.

- \* Goal 2-2: Improve universal accessibility on all public lands.

The project adds new technology to the existing facility to further accessibility standards, increasing the ability of all users to enjoy the fields. The enhancement of safety, security, and accessibility is critical in ensuring an effective level of services for all abilities.



City of  
**Lake Worth  
Beach**  
FLORIDA

# *C1: Sole Purpose Meeting*



City of  
**Lake Worth  
Beach**  
FLORIDA

# *C2: Advisory Board Meeting*



City of  
**Lake Worth  
Beach**  
FLORIDA

# *C3: Documentation of Presentation*



8/14/2023

Ms. Lauren Bennett  
Leisure Services Department Director  
City of Lake Worth Beach  
17 South M Street  
Lake Worth Beach, FL 33460

Dear Ms. Bennett

Thank you for presenting your plans for the Sports Lighting Retrofit project. Our organization supports your efforts to secure a Florida Recreation Development Assistance Program grant for \$ 200,000. We believe that improvements to the outdoor recreational facility will greatly benefit our community.

Should I be able to assist you in any way, please do not hesitate to contact me.

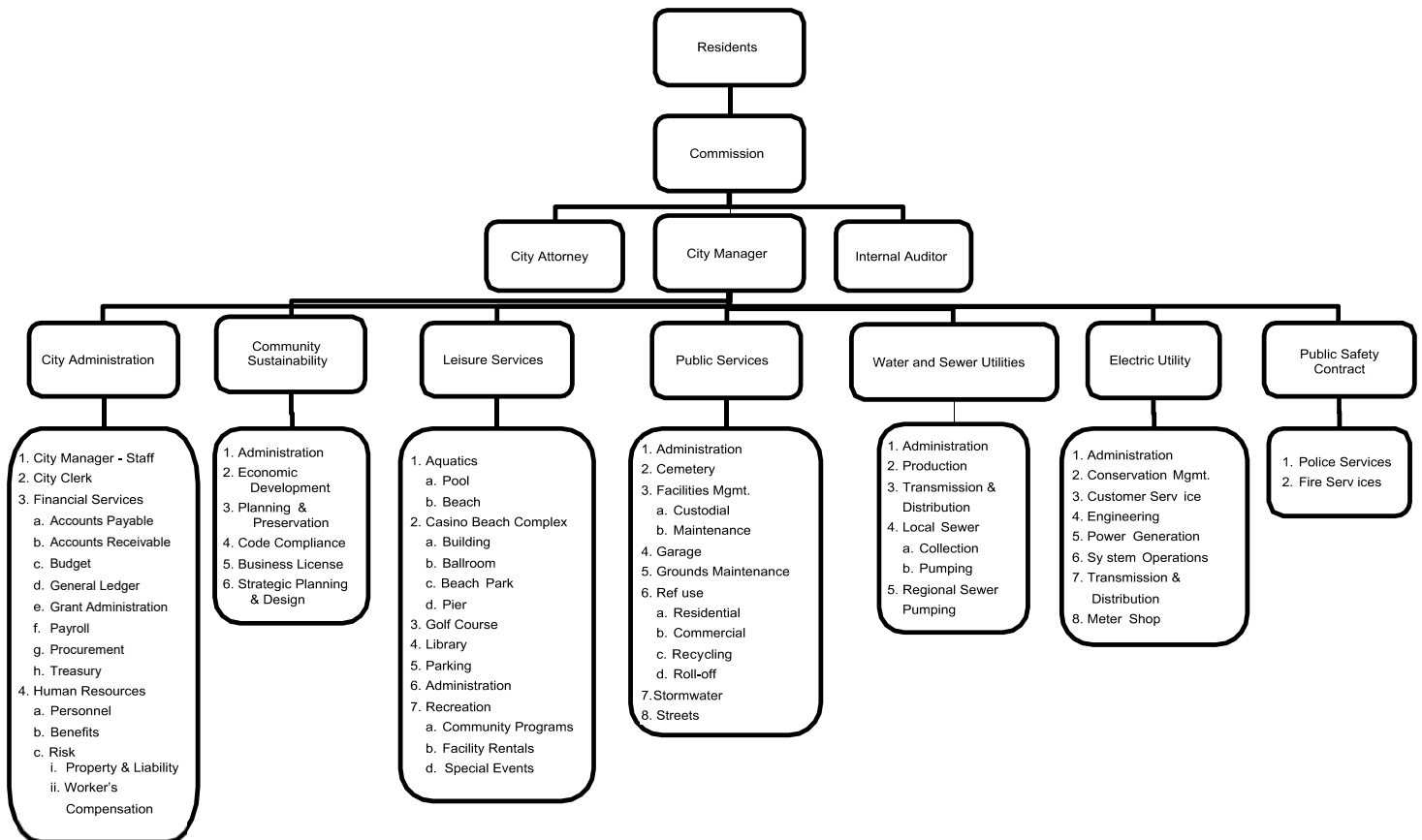
Sincerely,

Craig Frost  
NAPC

The City of Lake Worth Beach is a full-service municipality that considers parks and open space to be a critical part of the community's infrastructure. The City has full-time personnel and equipment that are dedicated to maintaining and operating the parks within the City. Northwest Park is one of the facilities included. The City funds these operations as part of its annual budget. The organizational chart for the City is included.

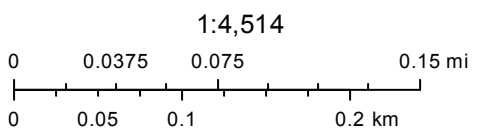


# City-Wide Organizational Chart





# Northwest Park - Plan of Improvements





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**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 2 AND 6 IN SAID SECTION 16, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH, BEING 60.00 FEET IN WIDTH, AND THE EAST RIGHT OF WAY LINE OF A STREET, BEING 50.00 FEET IN WIDTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02°41'42" EAST, A DISTANCE OF 737.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'05", AN ARC DISTANCE OF 49.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 537.74 FEET, SAID POINT BEING ON THE SOUTHERLY EDGE OF PAVEMENT (26'± PAVING WIDTH) OF 22nd AVENUE AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE EASTERLY ALONG SAID SOUTHERLY EDGE OF PAVEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°00'26", AN ARC DISTANCE OF 358.71 FEET; THENCE SOUTH 44°46'58" EAST, A DISTANCE OF 25.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 543.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'07", AN ARC DISTANCE OF 388.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°38'01", AN ARC DISTANCE OF 7.58 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE WEST EDGE OF PAVEMENT (30'± PAVING WIDTH) OF D STREET AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE ALONG SAID WEST EDGE OF PAVEMENT, SOUTH 00°54'56" WEST, A DISTANCE OF 421.78 FEET TO A POINT OF

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 3

SHEET 1 OF 3  
SEC. 16, TWP. 44 S, RGE. 43 E

REV: -  
FIELD: -  
DRAWN: KMB *KMB*  
APPR: MMB *MMB*

**MOCK ROOS**  
ENGINEERS SURVEYORS PLANNERS  
5720 Corporate Way, West Palm Beach, Florida 33407  
(561) 663-3113, fax 478-7248

**SPECIFIC PURPOSE SURVEY**  
SECTION 16,  
TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
CITY OF LAKE WORTH, FLORIDA

SCALE: N/A  
DATE: 11-28-99  
P.A.N.O. 98152.02  
DR. NO. A-3809

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**LEGAL DESCRIPTION (CONTINUED)**

INTERSECTION WITH THE EASTERLY EXTENSION OF THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH; THENCE ALONG SAID EXTENDED LINE, SOUTH 89°19'01" WEST, A DISTANCE OF 43.79 FEET TO A CONCRETE MONUMENT, 1-1/2 INCH STEEL TOP WITH CONCRETE; THENCE CONTINUE SOUTH 89°19'01" WEST, A DISTANCE OF 701.44 FEET, FOR A TOTAL DISTANCE OF 745.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 440,024.81 SQUARE FEET OR 10.10 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.

NOT VALID WITHOUT  
ACCOMPANING SKETCH.  
SHEET 3 OF 3

**NOTES:**

1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
2. DATE OF FIELD SURVEY: NOVEMBER 22, 1999.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
5. NO ABOVE GROUND IMPROVEMENTS WERE LOCATED AT THE CLIENTS REQUEST.
6. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY MOCK, ROOS AND ASSOCIATES, INC. LEGAL DESCRIPTION WAS WRITTEN BY THE SIGNING SURVEYOR AT THE DIRECTION OF THE CLIENT.

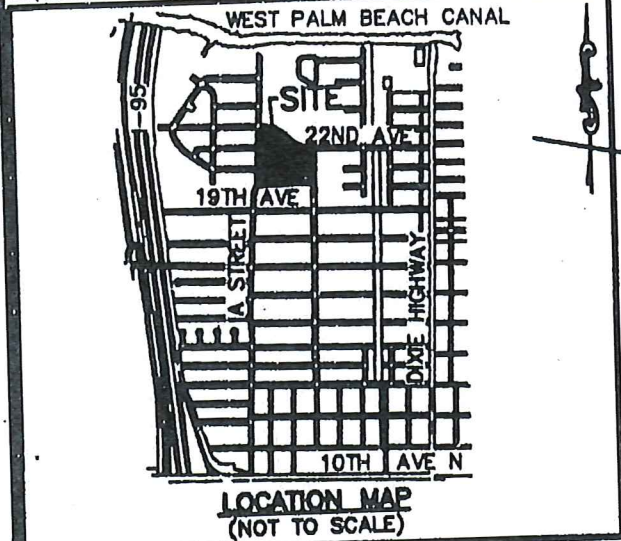
*Mary Hanna Clodfelter*  
**MARY HANNA CLODFELTER**  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA CERTIFICATE NO. 4763

SHEET 2 OF 3  
 SEC. 16, TWP. 44 S, RGE. 43 E

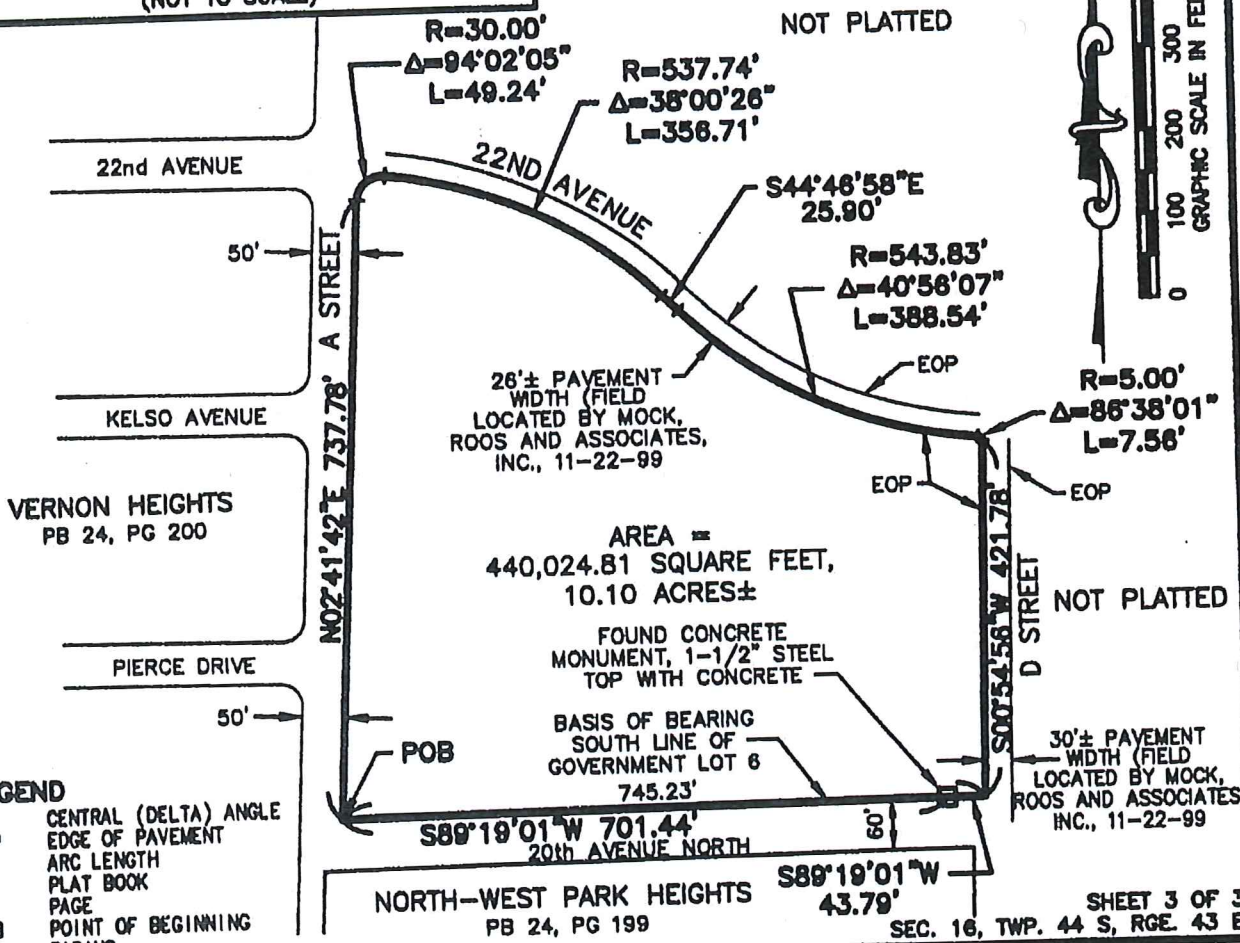
REV: -	 <b>MOCK ROOS</b> ENGINEERS & PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	SPECIFIC PURPOSE SURVEY SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST CITY OF LAKE WORTH, FLORIDA	SCALE: N/A
FIELD: -			DATE: 11-26-99
DRAWN: KMB <i>KMB</i>			P.A.N.O. 98152.02
APPR: MHC <i>MHC</i>			DR. NO. A-3809



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- NOTES:**
1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
  2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
  4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.



- LEGEND**
- Δ CENTRAL (DELTA) ANGLE
  - EOP EDGE OF PAVEMENT
  - L ARC LENGTH
  - PB PLAT BOOK
  - PG PAGE
  - POB POINT OF BEGINNING
  - R RADIUS

NORTH-WEST PARK HEIGHTS PB 24, PG 199

20th AVENUE NORTH

SEC. 16, TWP. 44 S, RGE. 43 E

SHEET 3 OF 3

REV: -
FIELD: -
DRAWN: KMB
APPR: MNC <i>[Signature]</i>

**MOCK ROOS**  
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407  
(561) 683-3113, fax 478-7248

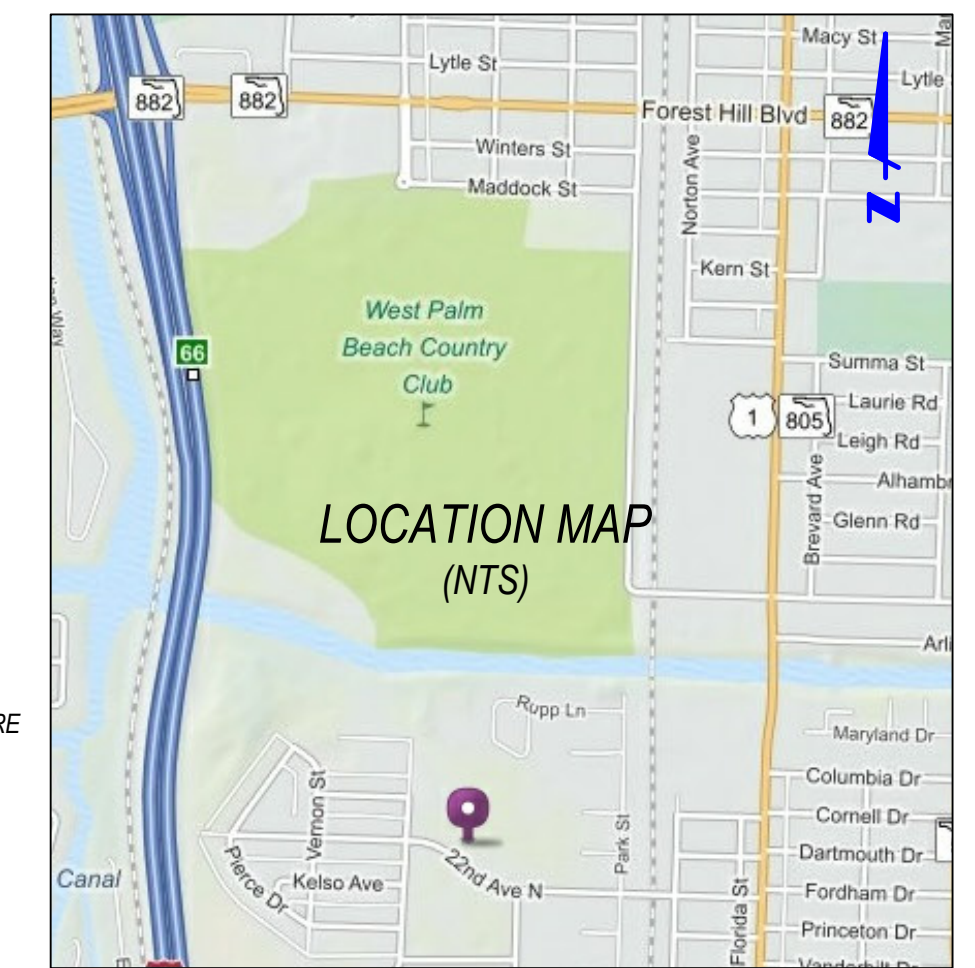
**SPECIFIC PURPOSE SURVEY**  
SECTION 16,  
TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
CITY OF LAKE WORTH, FLORIDA

SCALE: 1" = 200'
DATE: 11-26-99
P.A.N.O. 98152.02
DR. NO. A-3809



**ABBREVIATIONS**

- CL CENTERLINE
- R/W RIGHT-OF-WAY
- CB CATCH BASIN
- LP LIGHT POLE
- ES ELECTRIC SERVICE
- GV GATE VALVE
- SM SANITARY MANHOLE
- STM STORM MANHOLE
- BFP BACK FLOW PREVENTER
- WPP WOOD POWER POLE
- UNREC UNRECORDED
- CLF CHAIN LINK FENCE
- WF WOOD FENCE
- CONC CONCRETE
- FD FOUND
- COV COVERED
- WM WATER METER
- CBS CONCRETE BLOCK STRUCTURE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



**PROPERTY ADDRESS:**  
900 22nd AVENUE, LAKE WORTH, FL. 33460

**CERTIFIED TO:**  
CITY OF LAKE WORTH

**LEGAL DESCRIPTION:**  
THAT PORTION OF THE CITY OF LAKE WORTH DEPICTED.

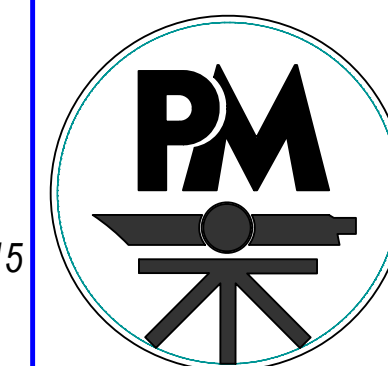
**FIELD DATE:** 6-05-15

**SURVEYORS' NOTES:**

1. I HEREBY CERTIFY THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 6788.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.

S1560612	LOCATIONS	JPM	CD	06-05-15
JOB#	PURPOSE	FIELD	DRAFT	DATE

**Specific Purpose Survey -  
Locate Road, Fences, etc.**

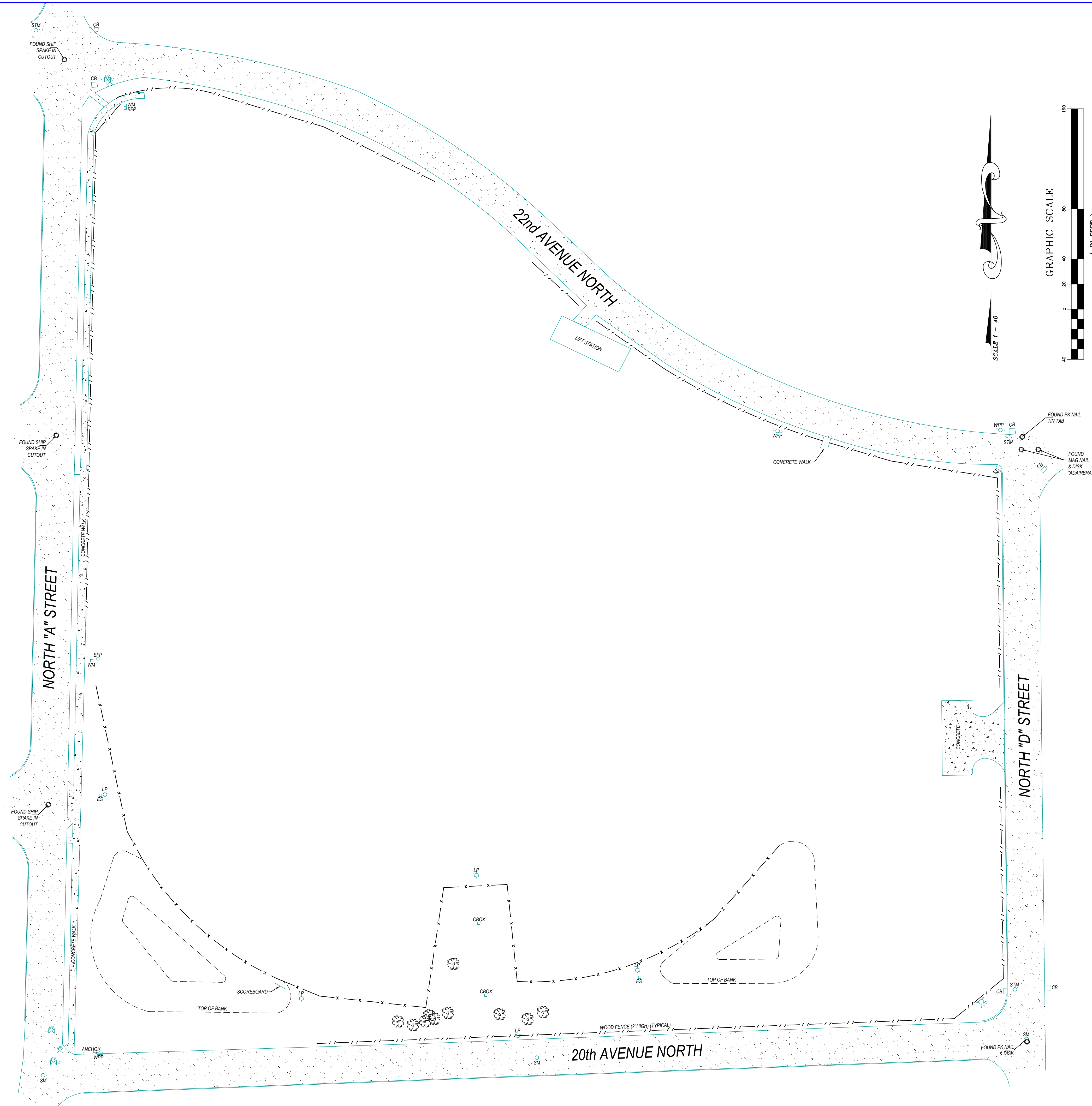


**PM SURVEYING**  
LICENSED BUSINESS No. 6788

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764  
FAX 561-478-1094

Please visit us on the web @ [www.pmsurveying.net](http://www.pmsurveying.net)

SIGNED: *Mark D. Laing* DATE: 06-05-15  
MARK D. LAING  
PROFESSIONAL LAND SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5119





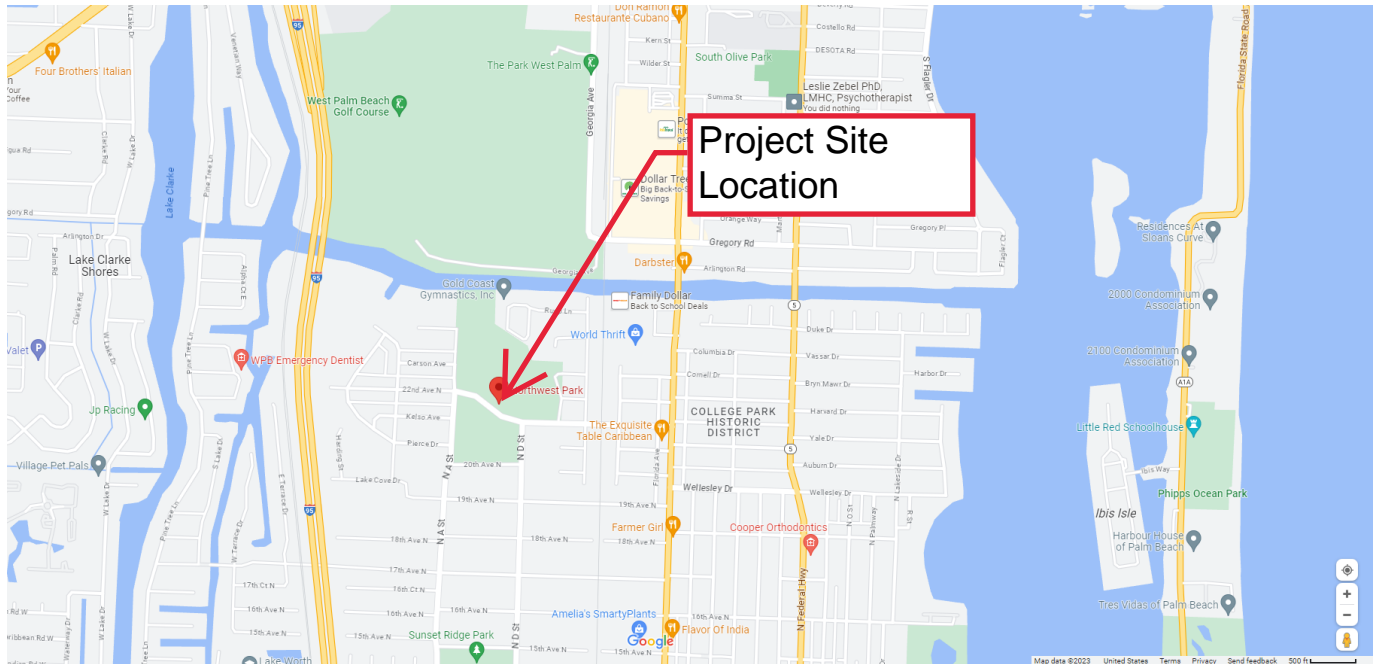












Northwest Park  
900 22nd Ave N  
Lake Worth Beach, FL 33460

Driving Directions from Tallahassee via I-75 and Florida Turnpike:

- 1) Take I-10 heading East out of Tallahassee
- 2) Take exit 296A for I-75 heading South towards Tampa
- 3) Continue onto Florida's Turnpike
- 4) Take exit 116 in Jupiter and merge onto I-95 heading South
- 5) Take exit 66 and head East on Forest Hill Boulevard
- 6) Turn Right onto US-1 heading South
- 7) Turn Right onto Worthmore Drive
- 8) Continue onto 22nd Avenue
- 9) Park destination is on the right



**TORCIVIA, DONLON,  
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407-1950  
561-686-8700 Telephone / 561-686-8764 Facsimile  
www.torcivialaw.com

Glen J. Torcivia  
Lara Donlon  
Christy L. Goddeau\*  
Carolyn S. Ansay\*

Jennifer H.R. Hunecke  
Jonathan E. O'Connell  
Barbara Alterman  
R. Brian Shutt\*

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

May 29, 2015

Department of Environmental Protection  
Office of Operations  
Land and Recreation Grants Section  
3900 Commonwealth Boulevard, Mail Station 585  
Tallahassee, FL 32399-3000

RE: North-West Park (generally located at 900 22<sup>nd</sup> Avenue North, Lake Worth, Florida 33460; Parcel Control Numbers: 38-43-44-16-00-006-0010; 38-43-44-16-00-000-1180 and 38-43-44-16-00-000-1170)

Dear Ladies and Gentlemen:

On behalf of the City of Lake Worth, I have reviewed the attached title search for the above referenced real property known as North-West Park. Based on my review of the attached title search, it appears fee title to the real property is vested in the City of Lake Worth, Florida.

This letter and the attached title search have been prepared for the benefit of the City of Lake Worth and the above-named addressee and for the purpose applying for the Fiscal Year 2014-2015 Florida Recreational Development Assistance Program grant funding, and may not be relied upon by third parties for any other purpose.

Sincerely,



Christy L. Goddeau, Esq.  
Asst. City Attorney

Attachment as stated

# TITLE SEARCH

## Showing Ownership Only

*Fund File Number:* 06-2015-178851

*Provided For:* City of Lake Worth

*Agent's File Reference:* North-West Park

*Effective Date of Search:* April 29, 2015 at 11:00 PM

When the property description has been provided to this company by the customer, a search has been made up to the effective date for only those instruments vesting title in the current record owner.

*Description of Real Property Situated in Palm Beach County, Florida.*

Property Control numbers:

38-43-44-16-00-006-0010; 38-43-44-16-00-000-1180 and 38-43-44-16-00-000-1170

*Apparent Title Vested in:*

City of Lake Worth *by* Deeds

*Recorded in:* Deed Book [837, Page 292](#), Deed Book [1054, Page 148](#), Deed Book [763, Page 220](#), Deed Book [771, Page 401](#), Deed Book [771, Page 403](#), Deed Book [771, Page 405](#), Deed Book [818, Page 580](#), Public Records of Palm Beach County, Florida.

*This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments. In addition, it does not contain any information about owners who have elected to have their names kept confidential in the public records pursuant to Sec. 119.07 F.S.*

*The information contained herein is furnished for information only. Maximum liability for incorrect information is \$1000.*

*Ad Valorem tax information is not provided.*

*Prepared this* 11th day of May, 2015.

*Attorneys' Title Fund Services, LLC.*

*Prepared by:* Rebecca Cacciatore, Sr. Examiner  
*Phone Number:* 800-515-0155 Ext. 6411

DEED 763 and 220

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

DEED No. 5011

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 63, Chapter 14717, Laws of Florida, Acts of 1931, as re-enacted by Section 8, Chapter 2652, Laws of Florida, Acts of 1941, or Section 15 (1), Chapter 2652, Laws of Florida, Acts of 1941, by virtue of tax sale certificates or tax liens for Everglades Drainage District taxes, as hereinafter described.

WHEREAS, the provisions of Section 67, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 2652, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of \$ 9.44

Five & 44/100 Dollars to it in hand paid, the receipt whereof I hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto John H. Probstford

Ed. F. Donkle, 202 Guaranty Bldg, West Palm Beach, Florida of Palm Beach County, Florida

the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Part No.	Date	Description	Sec.	Twp.	Rge.	Ac.
Part 2760	8/1/32					
20647	7/15/41	NE 1/4 OF NE 1/4 W of Ry, (Less N 1005')	16	44	43	10
14255	6/30/42	& Gov. Lot 2 (Less N 1005')				
Part 2329	9/7/31					
Part 19554	7/15/41	N 1005' of NE 1/4 OF NE 1/4 W of Ry, (Less N 400' & Canal E/W) & N 1005' of Gov.	16	44	43	15.5
Part 13397	6/30/42	Lot 2 (Less N 400' & Canal E/W)				

Subject to road rights of way and easements existing on the date of this deed. Subject to ~~all outstanding valid taxes~~

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

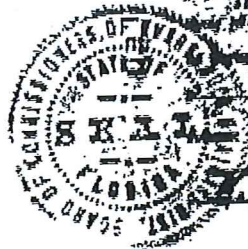
The following reservations shall not apply if the property hereinafter described is in area one acre or less.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or nonmetallic, which it now owns, in, on and under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made, or constructed thereon, such canals, ditches, ways, dikes and other works as may in the judgment of said Board, or its successors, be necessary and beneficial for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the said lands hereby conveyed and to use such gravel, stone or earth, as may in the judgment of the Board, or its successors, be necessary to use in the making and construction of said canals, cuts, ditches, ways, dikes and other works upon said lands for the purposes aforesaid.

And further saving and reserving unto the said Board, and its successors, the right to the exclusive possession, occupation, use and enjoyment of a strip of land ranging across the above described premises, one hundred thirty feet (130') on each side of the center line of any canal, cut, ditch, way or dike that has been or may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any timber, cork, stone, rock or gravel lying in and upon said strip of land.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused this Deed to be signed in its name by its Clerk, assisted by its Secretary, and its corporate seal to be hereunto affixed, at West Palm Beach, Palm Beach County, Florida, this 2nd day of May, 1941.



A. D. Winston Hubbard and Secretary

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT



033 MAY 0190  
REC-768 MAY 221

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY, that on this, the 2nd day of May, A. D. 1946,  
before me, the undersigned authority, personally appeared K. M. Thompson

Secretary, of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that he affixed thereto the official seal of the said Everglades Drainage District, and that the said instrument is the act and deed of said Board.

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

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large

NOTARY PUBLIC  
My Commission expires:  
Notary Public, State of Florida at Large.  
My Commission expires August 9, 1948.  
Issued by American Surety Co. of N. Y.

STATE OF FLORIDA }  
COUNTY OF Palm Beach } SS

I HEREBY CERTIFY, that on this, the 2nd day of May, A. D. 1946,  
before me, the undersigned authority, personally appeared W. D. Hilsbeck

Chairman of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large

My Commission expires:  
Notary Public, State of Florida at Large.  
My Commission expires August 9, 1948.  
Issued by American Surety Co. of N. Y.

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }  
This instrument was filed for record in  
Book 134, and recorded in  
Page 765.  
Record verified.  
I ALICE ARNETTE CLARK, Clerk of the  
County of Palm Beach, do hereby certify  
that the foregoing is a true and correct  
copy of the original as the same appears  
in the records of said County.

FILED  
MAY 22 1946  
NOTARY PUBLIC

155  
160  
91 & 7  
202  
Kunzfeld  
W.D.H.  
City



WARRANTY DEED

RECORD BOOK A. B. 4

Manufactured and sold by the E. & W. B. Dees Company  
Tomball, Texas

DEED 771 PAGE 401

A. D. 1946

This Indenture, Made this 4th day of May

Between JOHN H. BREZSFORD, single

of the County of Palm Beach and State of Florida  
part of of the first part, and CITY OF LAKE WORTH  
whose mailing address is  
of the County of Palm Beach and State of Florida

part of of the second part, ~~that~~ that the said party of the first part, for and  
in consideration of the sum of Ten and 00/100 - - - - - Dollars, and other good  
and valuable considerations to him in hand paid, the receipt whereof is hereby acknowl-  
edged, he has granted, bargained, sold and conveyed, and by these presents does grant, bar-  
gain, sell, convey and confirm unto the said party of the second part and its heirs  
and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach  
and State of Florida, more particularly described as follows:

North 1/2 of Government Lot 1, less all that  
part North of the Canal, and also less that  
part thereof lying East of the Florida East  
Coast Railway right-of-way; and all of Government  
Lot 2 lying South of the West Palm Beach Canal  
Right-of-way; All in Section 16, Township 44  
South, Range 43 East.

SUBJECT to taxes subsequent to the year 1945.

JUL



Together with all the tenements, hereafter and appurtenances, with every privilege, right,  
title, interest and estate, dower and right of dower, reversion, remainder and cozenment thereto  
belonging or in anywise appertaining; To Have and to Hold the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the  
second part that he lawfully seized of the said premises; that they are free from  
all encumbrances and that he good right and lawful authority to sell the same; and  
the said party of the first part do hereby fully warrant the title to said land, and  
will defend the same against the lawful claims of all persons in anywise.

In Witness Whereof, the said party of the first part has hereunto set his  
hand and seal the day and year first written.

Witness my hand and seal this 4th day of May 1946.



DEED 771 PAGE 412

State of FLORIDA  
County of PALM BEACH

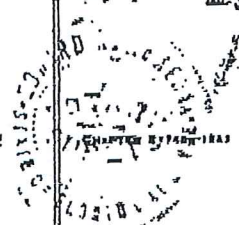
I Herby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JOHN H. BRAYSTORD

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 4th

day of May, A. D. 1946.

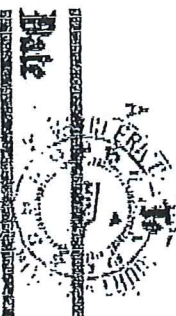


*Lawrence Keenan*

Notary Public,  
My commission expires

Notary Public, State of Florida at Large  
My commission expires October 3, 1949  
Bonded by American Surety Co. of N. Y.

Warranty Deed



Date  
Abstract of Description

State of Florida,  
County of PALM BEACH

On this 4th day of May, A. D. 1946, at 12:30 o'clock P. M., the instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page 401 of Book 771 in the public records of said County.

Record Verified  
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 1st Judicial Circuit of said State, in and for said County.  
*W. L. Gault*  
Clerk

1946  
The H. H. W. Co. State Capital, Tallahassee, Florida

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ 1951

That ~~herby certify~~, That the said known to me to be the wife of the said

on a separate and private acknowledgment, made and given in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument free and voluntary, and that she acknowledged the same before me, an officer authorized to take acknowledgments of deeds, and that she executed the same of her own free will and accord.



DEED 771 PAGE 403

WARRANTY DEED

DEED'S FORM N. 2. 4

Manufactured and sold only by The S. A. W. S. Trust Company  
Baltimore, Florida

This Instrument, Made this 10th day of May, A. D. 19 46.

Between HELKS B. HOOD and MARGARET HOOD, Executrices of the Estate of MARY B. HOOD, deceased,

of the County of Palm Beach and State of Florida  
part 1st of the first part, and CITY OF LAKE WORTH, FLORIDA, a municipal  
whose mailing address is Lake Worth corporation  
of the County of Palm Beach and State of Florida

part y of the second part, witnesses, that the said parties of the first part, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do gain, sell, convey and confirm unto the said party of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, and State of Florida, more particularly described as follows:

The North Half (1/2) of Government Lot 1, LESS all that part north of Canal, and also LESS that part thereof lying east of Florida East Coast Railway Right-of-Way; and all of Government Lot 2 lying south of West Palm Beach Canal Right-of-Way, all in Section 16, Township 44 South, Range 45 East.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, power and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold, the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said party 1st of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party 1st of the first part has hereunto set their hand and seal the day and date first above written.

Subscribed and sworn to before me this 10th day of May, 1946.

*[Signature]*  
Notary Public



DEED 771 PAGE 404

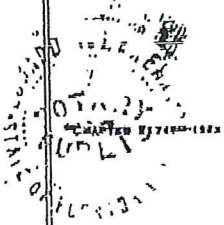
State of FLORIDA  
County of PALM BEACH

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared  
**HELEN B. HOOD and MARGARET HOOD, Executrices of the Estate of MARY B. HOOD, deceased,**  
to me known to be the person a described in and who executed the foregoing instrument and they acknowledged before me that  they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10 day of MAY, 1948.

*Edw. R. Keenan*  
Notary Public,  
My commission expires

Notary Public, State of Florida at Large  
My commission expires October 1, 1949  
Issued by American Surety Co. of N. Y.



**Warranty Deed**

Date

Abstract of Description

State of Florida,  
County of PALM BEACH

On this 5 day of MAY A.D. 1948, at 12:15 o'clock P.M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 403 of Book 771 in the public records of said County. Record Verified

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 5th Judicial Circuit of said State, in and for said County.

*W. C. [Signature]*  
Clerk  
D. C.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

And I further Certify, That the said  
known to me to be the wife of the said  
on a separate and private examination, taken and made in the above named State and County by and before me separately and apart from her said husband, and that day acknowledged before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, imposition or fear of or from her said husband.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

266



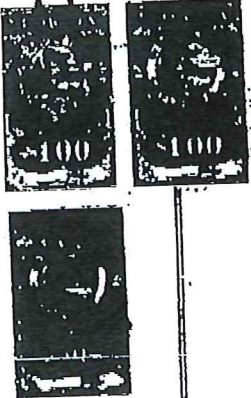
THIS INSTRUMENT, Made this 11<sup>th</sup> day of August,

A.D. 1947, BETWEEN CITY OF LAKE WORTH, FLORIDA, a municipal corporation, existing under the laws of the State of Florida, having its principal place of business in the County of Palm Beach and State of Florida, party of the first part, and AMERICAN CEMENTS, INC., a Delaware Corporation, whose mail address is P. O. Box 969, Lake Worth, Florida.

party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

Beginning at the Northeast corner of Section 16, Township 44 South, Range 43 East; thence running Westerly along the North line of said Section 16 a distance of 851.10 feet to a point on the West Right-of-Way line of the Florida East Coast Railway; thence Southerly along the said West Right-of-Way line of the Florida East Coast Railway a distance of 630.03 feet to a concrete monument on the South Right-of-Way line of the West Palm Beach Canal, which monument is the point of beginning; thence continuing Southerly along the said West Right-of-Way line of the Florida East Coast Railway a distance of 722.83 feet to a concrete monument; thence running Westerly parallel to said North line of said Section 16 a distance of 734.48 feet to a concrete monument, which monument is 51.61 feet Easterly from the meander line of Lake Clark; thence running Northwesterly parallel to said meander line of Lake Clark, and 50 feet therefrom measured at right angles from said meander line, a distance of 172.27 feet to a concrete monument; thence running Northwesterly parallel to said meander line of Lake Clark, and 50 feet Northwesterly therefrom measured at right angles from said meander line, a distance of 416.20 feet to a concrete monument; thence running Northerly parallel to said West Right-of-Way line of the Florida East Coast Railway a distance of 351.77 feet to a concrete monument on said South Right-of-Way line of the West Palm Beach Canal; thence running Easterly parallel to the said North line of said Section 16 along the said South Right-of-Way line of the West Palm Beach Canal a distance of 1135.15 feet to the point of beginning; Containing 15 acres, more or less.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise



DEED 818 MAR 581

appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claim of all persons whomsoever.

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

CITY OF LAKE WORTH, FLORIDA

By F. M. Davis  
Mayor



[Signature]  
City Clerk

Signed, sealed and delivered in our presence:

[Signature]  
[Signature]

DEED 818 582

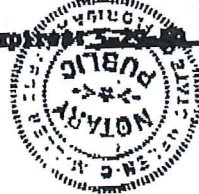
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY, That on this 11th day of August, A.D. 1947, before me personally appeared HAROLD M. DAVIS and E. G. SWINE, respectively Mayor and City Clerk of CITY OF LAKE WORTH, FLORIDA, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance to AMERICAN CHLOROPHYLL, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

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

Henry W. Miller  
Notary Public

My commission expires 1-1-48



This instrument was filed for Record on 11:30 AM the 12 day of Aug 1947, and recorded in Book 580, as page 580. Record made by J. ALAN ARNETTE, Clerk Circuit Court, Palm Beach County, Florida.  
By [Signature] Deputy Clerk

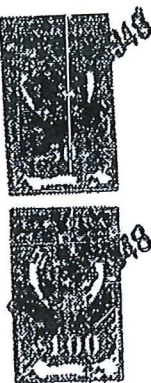


DEED 837 <sup>202</sup> Board of Education, State of Florida

DEED NO. 4382

KNOW ALL MEN BY THESE PRESENTS That the Board of Education of the State of Florida, under the provisions of Section 229.04(6), Florida Statutes, 1961, did and in consideration of the sum of one thousand four hundred sixty-three and 00/100 (\$1,463.00) to them in hand paid by The City of Lake Worth, a municipal corporation of the State of Florida of the County of Palm Beach, State of Florida have granted, bargained and sold, and do by these presents (make, bargain, sell and convey unto the said The City of Lake Worth, a municipal corporation of the State of Florida and its successors and assigns, forever, the following described lands, to wit:

Government Lot Six (6),  
 Section Sixteen (16),  
 Township Forty-Four (44) South,  
 Range Forty-Three (43) East,



containing 39.27 acres, more or less, and lying and being in the County of Palm Beach, in said State of Florida:

TO HAVE AND TO HOLD the above granted and described premises unto the said The City of Lake Worth, a municipal corporation of the State of Florida and assigns, forever.

HAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may be the judgment of the said Board of Education of the State of Florida, or their successors, be necessary and useful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved March 3rd, 1845, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Board of Education of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel in or upon said strip of land.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the entire interest in and title in and to an the entire interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the entire interest in and title in and to an the entire interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, The members of said Board have herewith subscribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be herewith affixed at the Capitol, in the City of Tallahassee, on this the

28th day of December, A. D. Nineteen Hundred and Forty-Six.



[Signature] (SEAL)  
 Governor.  
[Signature] (SEAL)  
 Secretary of State.  
[Signature] (SEAL)  
 Attorney-General.  
[Signature] (SEAL)  
 Treasurer.  
[Signature] (SEAL)  
 Superintendent of Public Instruction.

This instrument was read for record at 9:00 a.m. on 12/27 day of December, 1946 and recorded in Book 137 Page 294. Records verified by Alan R. ...  
 Notary Public Palm Beach County, Fla.



This instrument, Made this 10th day of May, A. D. 1943.

Between FREDERICK B. DURKLE, as sole Executrix of the Estate of EDWARD H. BRISTOLF, deceased,

of the County of Palm Beach and State of Florida part y of the first part, and CITY OF LAKE WORTH, FLORIDA, a municipal corporation whose mailing address is Lake Worth of the County of Palm Beach and State of Florida

part y of the second part, Witnesseth, that the said part y of the first part, for and in consideration of the sum of Dollars, and other good and valuable considerations to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do gain, sell, convey and confirm unto the said part y of the second part and its assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, and State of Florida, more particularly described as follows:

The North Half (N1/2) of Government Lot 1, LESS all that part north of Canal, and also LESS that part thereof lying east of Florida East Coast Railway Right-of-Way; and all of Government Lot 2 lying south of West Palm Beach Canal Right-of-Way, all in Section 16, Township 44 South, Range 45 East.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversions, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part y of the first part do covenant with the said part y of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority in well the same; and the said part y of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part y of the first part has hereunto set her hand and seal the day and date above written.

Signed, sealed and delivered in presence of... [Signature]



DEED 771 PAGE 406

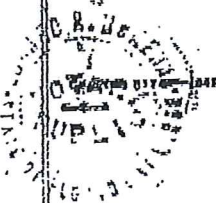
State of FLORIDA  
County of PALM BEACH

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared  
**FREDRIKA B. DUNKLE**, the sole Executrix of the Estate of  
**Edmund M. Bradford**, deceased,  
to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10  
day of May, A. D. 1948.

*Edw. R. W. Keene*  
Notary Public,  
My commission expires

Notary Public, State of Florida at Large  
My commission expires October 3 1949  
Issued by American Surety Co. of N. Y.



**Warranty Deed**

Date

Abstract of Description

State of Florida,  
County of PALM BEACH

On this 5 day of May A. D. 1948, at Palm Beach, Florida, I, the undersigned, a Notary Public in and for the State of Florida, duly authorized and sworn, and being duly acknowledged and proven, I have recorded the same in page 405 of Book 771 in the public records of said County.

Record Verified  
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 1st Judicial Circuit of said State, in and for said County.

*W. G. Gault* Clerk  
*Edw. R. W. Keene* D. C.

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify, That the said \_\_\_\_\_ known to me to be the wife of the said \_\_\_\_\_ on a separate and private execution, taken and made in the above named State and County by and before me, individually and apart from her said husband, and the day acknowledged before me, an officer authorized in and for the State of Florida, to execute the foregoing instrument, truly and lawfully and in accordance with the laws of the State of Florida, and that she is the true and lawful owner of the same.



1054 148

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 26 day of April, 1954, between CITY OF LAKE WORTH, a municipal corporation of the State of Florida, having its principal place of business in the County of Palm Beach and State of Florida, party of the first part, and LAKE WORTH TEMPLE CORPORATION, a Florida corporation, having its principal place of business in the City of Lake Worth, 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 Forty-five Hundred (\$4,500.00) Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Palm Beach and State of Florida, to-wit:

A parcel of land in Government Lots 2 and 6, Section 16, Township 44 South, Range 43 East, in the City of Lake Worth, Palm Beach County, Florida, more particularly described as follows:

Beginning at the Northwest corner of Lot 13, Block 20, Worthmore Park, according to Plat Book 13, page 20, recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, which corner is in the South right-of-way line of Worthmore Avenue (now known as 22nd Avenue, North); thence running southerly along the west line of said Worthmore Park a distance of six hundred fifty (650) feet to the southwest corner of Lot 9, Block 22, in said Worthmore Park and which corner is the southwest corner of said Worthmore Park and lies in the North line of Lake Worth Heights, according to Plat Book 7, page 25, in the office of the aforesaid Clerk of the Circuit Court; thence running westerly along said North line of said Lake Worth Heights a distance of three hundred eighty-nine and forty-seven one-hundredths (389.47) feet to the Northeast corner of Lot 17, Block 1, in said Lake Worth Heights; thence running northerly parallel to said West line of said Worthmore Park a distance of six hundred fifty (650) feet; thence running easterly parallel to said North line of said Lake Worth Heights a distance of three hundred eighty-nine and forty-seven one-hundredths (389.47) feet to the point of beginning; less a parcel in the northwest corner of above described tract which measures one hundred fifty (150) feet on each side and contains twenty-two thousand five hundred (22,500) square feet and which is retained by the City of Lake Worth as a water tower site.

DEED 1054 PAGE 149

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the grantor herein.

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

CITY OF LAKE WORTH

*James A. Stafford*  
Mayor

ATTEST:

*Robert T. O'Connor*  
City Clerk

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY, that, on this 26 day of April, 1954, before me personally appeared JAMES A. STAFFORD and ROBERT T. O'CONNOR, respectively Mayor and City Clerk of the City of Lake Worth, a municipal corporation of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and, that the official Seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

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

*Paul A. Fales*  
Notary Public, State of Florida  
At Lake Worth  
My commission expires

Notary Public, State of Florida at Lake Worth  
My Commission expires April 15, 1955  
Printed by Joseph W. ...

This instrument was recorded for Record at 38 P.M. 13 day of May 1954 and recorded in Book and Page noted above. Witness my hand and the Seal of the County of Palm Beach Florida at this 13th day of May 1954. J. ALIX MARIETTE, Clerk Circuit Court of Palm Beach County Fla. By *Blaise Waters* Deputy Clerk



QUIT-CLAIM DEED  
FROM CORPORATION

RANGE 43 EAST

TOWNSHIP 44 SOUTH

1145 1

# 2127 Quit-Claim Deed

JUN 18 2 43 PM '64

This Indenture, Made this 28th day of October, A.D. 1964,

BETWEEN  
KFFSOM REALTY CORPORATION  
a corporation existing under the laws of the State of Florida, party of the  
first part and LAKE WORTH INDUSTRIAL CENTER, INC.,  
of 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  
TEN (\$10.00) and other considerations Dollars,  
in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, hath  
remised, released and quit-claimed, and by these presents doth remisa, release, and quit-claim unto the said  
part y of the second part, and heirs and assigns forever, all the estate, right, title, lien,  
equity, interest, claim and demand which the said party of the first part hath 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, loc: 16-44-43

BEGINNING at the Northeast corner of Section 16,  
Township 44 South, Range 43 East, thence running  
Westerly along the North line of said Section 16,  
a distance of 851.10 feet to a point on the West  
right of way line of the Florida East Coast Rail-  
way; thence Southerly along the said West right  
of way line of the Florida East Coast Railway, a  
distance of 630.03 feet to a concrete monument  
on the South right of way line of the West Palm  
Beach Canal, which monument is the Point of Beginning;  
thence continuing Southerly along the said West  
right of way line of the Florida East Coast Railway  
a distance of 722.83 feet to a concrete monument;  
thence running Westerly parallel to said North line  
of said Section 16, a distance of 734.48 feet to a  
concrete monument, which monument is 51.61 feet  
Easterly from the meander line of Lake Clark; thence  
running Northwesterly parallel to said meander line  
of Lake Clark, and 50 feet therefrom measured at  
right angles from said meander line, a distance of  
172.27 feet to a concrete monument; thence running  
Northwesterly parallel to said meander line of Lake  
Clark, and 50 feet Northeasterly therefrom measured  
at right angles from said meander line, a distance of  
416.20 feet to a concrete monument; thence running  
Northerly parallel to said West right of way line of  
the Florida East Coast Railway, a distance of 351.77 feet  
to a concrete monument on said South right of way line  
of the West Palm Beach Canal; thence running Easterly  
parallel to the said North line of said Section 16 along  
the said South right of way line of the West Palm Beach  
Canal a distance of 1135.15 feet to the point of  
beginning.

2500  
4.55  
30  
4.85

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto be-  
longing or in anywise appertaining, and all the estate right, title, lien, interest and claim whatsoever of the  
said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
party of the second part, its successors heirs and assigns 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 Secretary the day  
and year above written.



AFFSOM REALTY CORPORATION

Attest:

*[Handwritten signature]*

By

*[Handwritten signature]*

President.

Signed, Sealed and Delivered in Our Presence:

*[Handwritten signatures]*



1145 3

State of Florida,

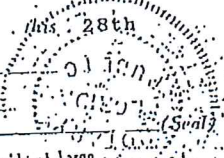
County of PALM BEACH

I, the undersigned officer duly authorized to take and certify acknowledgments of deeds in said State and County, hereby certify that before me came Dan Somers, Sr.

and Dan Somers, Jr. as president and Secretary of the Affson Realty Corporation

a corporation under the laws of the State of Florida; that said persons so appearing before me are the individuals and the officers aforementioned of said corporation described in and who executed the foregoing deed; and that then and there said individuals as said officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation, that their names officially are by them respectively subscribed thereto, that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

Witness my hand and official seal at Lake Worth County of Palm Beach and State of Florida day of October A.D. 1964



Notary Public, State of Florida at Large My Commission Expires Sept. 20, 1966 Bonded by American Surety Co.

PALM BEACH PUBLISHING CORPORATION MIAMI 22, FLORIDA

PAID

LAKE WORTH INDUSTRIAL CENTER, INC.

TO

AFFSON REALTY CORPORATION

FROM

Deer-Martin BPP (FROM CORPORATION)

PAPCO'S FORM 42

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



Nov 5 1968

52311

RIGHT-OF-WAY BASEMENT

Received of the CITY OF LAKE WORTH ONE and no/100 Dollars in consideration of which the undersigned does hereby grant said Company, its associated and allied companies, their respective licenses, successors and assigns, the right to construct, operate and maintain a power distribution system consisting of such poles, wires, cables, conduits, guys, anchors and other necessary appurtenances as from time to time are required upon, across, over and/or under that certain tract of land situated in Palm Beach County, State of Florida, to wit; Commence at a concrete monument in the West right-of-way line of the Florida East Coast Railroad, said monument being 1,352.86 feet South of, as measured along said right-of-way line, the North line of Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida; thence Westerly, along a line parallel to the said North line of Section 16, said line being the North line of the Flat of Northmore Park, recorded in Plat Book 13 on page 56, Palm Beach County Public Records, a distance of 443.73 feet to the point of beginning of the easement to be herein described; thence Northerly, at right angles to the preceding course, a distance of 240.0 feet; thence Westerly at right angles to the preceding course a distance of 15.0 feet; thence Southerly at right angles a distance of 240.0 feet; thence Easterly a distance of 15.0 feet to the point of beginning. . . . Commence at the Northeast corner of Section 16, Township 44 South, Range 43 East, Lake Worth, Florida; thence run Westerly along the North line of said Section 16 a distance of 1,010.40 feet to a point; thence Southerly making an angle with the preceding course of 89° 01' 30", measured from East to South, a distance of 1,067.29 feet to the point of beginning of the easement to be herein described; thence continue Southerly along the same course a distance of 10.03 feet; thence Westerly making an angle with the preceding course of 94° 06' 30", measured from North to West, a distance of 77.52 feet; thence continue Westerly making an angle with the preceding course of 174° 05' measured from East thru North to West, a distance of 121.85 feet thence Northerly, at right angles, a distance of 10 feet; thence Easterly, at right angles, a distance of 99.11 feet; thence Southerly, making an angle with the preceding course of 95° 05', measured from West to South, a distance of 1.94 feet; thence Northeasterly, 100 feet to the Point of Beginning, and upon, along and under the roads, streets, or highways adjoining or through said property with the right to permit the attachment of and/or carry in conduit wires and cables of any other person or company for communications purposes or for the transmission and distribution of electric power and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said line; and with the right to clear and keep cleared all trees, undergrowth or other obstructions to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees which might reach said line in falling; including the right to relocate said line on said premises to conform to any future highway relocation, widening or improvement; the said sum being received in full payment for the rights herein granted.

The Grantor further agrees that there will be no construction over buried facilities.

IN WITNESS WHEREOF the undersigned Grantor, has set his hand and seal this 22nd day of October, 1968.

Witnesses:

*[Signature]*  
*[Signature]*

STATE OF FLORIDA  
COUNTY OF PALM BEACH

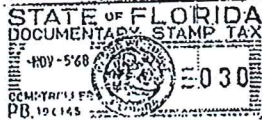
Personally appeared before me, DAN SOMERS, JR., the within named Grantor with whom I am personally acquainted, who acknowledged that, being informed of the contents of the within instrument he executed and delivered the same voluntarily as his act and deed for the purposes therein contained.

Witness my hand and seal this 22nd day of October, 1968.

This instrument prepared by Evelyn Somers, Cypress Creek Country Club, Military Trail, Boynton Beach, Fla.

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

Notary Public



1968 NOV 10 39

NOTARY PUBLIC, DAN SOMERS, JR., 1111 N. W. 15th ST., BOYNTON BEACH, FLA. 33426



City of Lake Worth  
7 n Dixie Hwy  
Lake Worth, FL  
33460

Jun-29-2001 10:54am 01-277712  
ORB 12688 Pg 1279  
A FORM OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD LANGUAGE FOR PROPERTY RECORDS  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

Notice of Limitation of Use/Site Dedication

The Property identified in the attached project agreement and boundary map has been acquired or developed by the project sponsor with financial assistance provided by the Florida Department of Environmental Protection (DEP) in accordance with Program statutes. Pursuant to requirements of that rule, land already owned and then developed or land acquired by the project sponsor with grant assistance shall be dedicated in perpetuity as an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project sponsor with program assistance shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of development. If the project sponsor should convert any part of the project area or the facilities thereon, whether acquired or developed with grant assistance, to other than DEP approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with a DEP approved project of comparable or greater scope and quality. In lieu of such replacement, DEP may require return of grant funds disbursed to the project sponsor. Grant funds shall be refunded with interest, calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant project is located:

Northwest Ballfields F99122

FRDAP Project Name and Number

  
Signature of Design Agent

Ray Smith Projects Mgr.  
Typed Name and Title

6-19-01  
Date

F9122  
(DEP Contract Number)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
Project Grant Agreement - Development

This Agreement is made and entered into this 14th day of September, 1998, by and between the State of Florida, DEPARTMENT of Environmental Protection, hereinafter called the DEPARTMENT, and the City of Lake Worth, hereinafter called the GRANTEE, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This Agreement shall be performed in accordance with Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this Agreement by reference, as if fully set forth herein. Failure to comply with provisions of the RULE may result in cancellation of the Agreement by the DEPARTMENT. Disputes concerning the interpretation or application of this Agreement shall be resolved by the DEPARTMENT whose decision shall be final and binding on the GRANTEE. The DEPARTMENT may cancel this Agreement for failure by the GRANTEE to perform pursuant to the terms and conditions



of this Agreement. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of Section 163.01, Florida Statutes, shall have application to this Agreement.

2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Northwest Ballfields (Florida Recreation Development Assistance Program, FRDAP Project Number F99122), hereinafter called the PROJECT, and enters into this Agreement with the GRANTEE for construction of public outdoor recreation facilities and improvements on real property, the legal description of which is set forth in the PROJECT application. The PROJECT application is incorporated into this Agreement by reference as if fully set forth herein.

3. The GRANTEE will construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT elements which may be modified for good cause by the DEPARTMENT: Baseball Field, Lighting, renovate Softball Field, renovate Baseball Field, Landscaping and Other Related Support Facilities.

4. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$100,000, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT fund limits are based upon the following:

DEPARTMENT Amount	\$ <u>100,000</u>	<u>50%</u>
GRANTEE Match	\$ <u>100,000</u>	<u>50%</u>
Type of Match	<u>Cash and/or In-Kind Services</u>	

The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. The DEPARTMENT'S Contract Manager shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment. The DEPARTMENT shall retain 10% of the entire DEPARTMENT amount until completion of the PROJECT and all PROJECT completion documentation, as described in the Florida Recreation Development Assistance Program Completion Documentation, DEP Form 42-006, is submitted to the DEPARTMENT by the GRANTEE.

5. Prior to commencement of PROJECT construction, the GRANTEE shall submit for DEPARTMENT approval the documentation described in the Florida Recreation Development Assistance Program Development Project Commencement Documentation Form, DEP Form 42-005.

6. The GRANTEE shall comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, and incorporated into this Agreement by reference as if fully set forth herein. The GRANTEE shall ensure that all purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S adopted procurement procedures. Expenses representing the PROJECT costs, including required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The PROCEDURE establishes uniform guidelines to be utilized by the



DEPARTMENT and the GRANTEE in accounting for PROJECT funds disbursed under the PROJECT and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The DEPARTMENT, State Auditor General, State Comptroller and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE'S records for said PROJECT within the retention period.

8. PROJECT funds may be reimbursed for eligible costs incurred by GRANTEE prior to execution of this Agreement if the GRANTEE has been granted a written Waiver of Retroactivity by the DEPARTMENT and all applicable requirements have been satisfied. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any obligation or expenditure made prior to the execution of this Agreement with the exception of \$ 0, for: N/A

9. This Agreement shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT elements on or before September 30, 2000. The completion date may be extended by the DEPARTMENT for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

10. The DEPARTMENT'S Contract Manager for the purpose of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement. The GRANTEE'S Liaison Agent, shall submit to the DEPARTMENT signed PROJECT status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the construction work accomplished.

11. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE'S contract will

include this provision in all subcontracts issued as a result of this Agreement.

14. The DEPARTMENT reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the DEPARTMENT in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

16. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for non-compliance by the GRANTEE with this Agreement, the GRANTEE will be allowed a maximum of sixty (60) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

17. The DEPARTMENT shall also have the right to demand a refund, either in whole or part, of the FRDAP funds provided to the GRANTEE for non-compliance with the terms of this Agreement. The GRANTEE, upon notification from the DEPARTMENT, agrees to refund, and will forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Such refund shall include interest calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve on the date the DEPARTMENT calculates the amount of refund



due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the DEPARTMENT.

18. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

19. Reimbursement of eligible travel expenses shall be subject to the requirements of Section 112.061, Florida Statutes.

20. Allowable indirect costs shall not exceed 15% of the GRANTEE'S eligible wages and salaries. Indirect costs that exceed 15% must be approved in advance by the DEPARTMENT to be considered eligible PROJECT expenses.

21. If asphalt paving is required for the PROJECT it shall conform to the Florida DEPARTMENT of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the GRANTEE must specify thickness of asphalt and square yards to be paved.

22. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, from the Florida DEPARTMENT of Environmental Protection and the Florida Recreation Development Assistance Program.

23. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity by the GRANTEE as an outdoor recreation site for the use and benefit of the public. The dedication must be recorded in the public property



records by the GRANTEE. The GRANTEE shall ensure that the PROJECT, if on GRANTEE-owned land and purchased or developed with FRDAP funds, shall be managed for outdoor recreation purposes for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. Land owned by an entity other than the GRANTEE which GRANTEE controls by lease, permit, license, easement, management agreement or other valid interest and developed with FRDAP funds, shall be managed as an public outdoor recreation area for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Should GRANTEE convert all or part of the PROJECT site to a use or uses other than DEPARTMENT approved public recreational uses, the GRANTEE shall replace the area, facilities, resource and site at its own expense with a project of comparable scope and quality acceptable to the DEPARTMENT. In lieu of accepting a replacement facility, resource or site, the DEPARTMENT may require return of all FRDAP funds with applicable interest.

24. The employment of unauthorized aliens by any GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this

provision in all subcontracts with private organizations issued as a result of this Agreement.

25. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

26. This Agreement strictly prohibits the expenditure of FRDAP funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

27. Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes; or

(b) If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes, or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of this Agreement; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that

the entity or organization has complied with the provisions of this Agreement.

28. Pursuant to Section 215.422, Florida Statutes, the DEPARTMENT's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment. The DEPARTMENT must submit a request for payment to the Florida DEPARTMENT of Banking and Finance within twenty (20) days; and the DEPARTMENT of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the GRANTEE for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida DEPARTMENT of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

29. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the GRANTEE, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless the GRANTEE requests payment. The



interest rate established pursuant to Section 55.03(1), Florida Statutes, by Comptroller's Memorandum No. 3 (1997-98) dated December 3, 1997, has been set at 10.0% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1998 for which the term of this Agreement is in effect can be obtained by calling the DEPARTMENT of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT's Contracts Section at 850/922-5942.

30. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, or Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

31. In addition, a copy of the audit or attestation as required in paragraph 27, shall be submitted to the DEPARTMENT within one (1) year from the PROJECT completion date as set forth in the PROJECT completion certificate.

32. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

33. It is understood by the parties that the amount of this Agreement may be reduced should the Governor's Budget Office declare a

revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, this Agreement may be reduced by the same percentage as the DEPARTMENT is assessed for the mandatory reserve.

34. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF LAKE WORTH

By: [Signature]  
Division Director or Designee  
Division of Recreation and Parks

By: [Signature]  
Title: Mayor

Address:  
Bureau of Design and Recreation Services  
Division of Recreation and Parks  
3900 Commonwealth Boulevard  
Mail Station 585  
Tallahassee, Florida 32399-3000

Address:  
121 Lucerne Lane  
Lake Worth, Florida 33460

[Signature]  
DEP Contract Manager

Approved as to Form and Legality:  
This form has been pre-approved as to form and legality by Paige Hammond, Assistant General Counsel, on May 27, 1998, for use for one year.

[Signature]  
Grantee Attorney

DEP 42--058  
Revised 05-30-98



S:\w\w\w\nwb\dmg\nwbfsk01.dwg 11/28/99 08:49:41 AM AM EST

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 2 AND 6 IN SAID SECTION 16, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH, BEING 60.00 FEET IN WIDTH, AND THE EAST RIGHT OF WAY LINE OF A STREET, BEING 50.00 FEET IN WIDTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02°41'42" EAST, A DISTANCE OF 737.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'05", AN ARC DISTANCE OF 49.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 537.74 FEET, SAID POINT BEING ON THE SOUTHERLY EDGE OF PAVEMENT (26'± PAVING WIDTH) OF 22nd AVENUE AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE EASTERLY ALONG SAID SOUTHERLY EDGE OF PAVEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°00'26", AN ARC DISTANCE OF 358.71 FEET; THENCE SOUTH 44°46'58" EAST, A DISTANCE OF 25.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 543.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'07", AN ARC DISTANCE OF 388.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°38'01", AN ARC DISTANCE OF 7.58 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE WEST EDGE OF PAVEMENT (30'± PAVING WIDTH) OF D STREET AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE ALONG SAID WEST EDGE OF PAVEMENT, SOUTH 00°54'56" WEST, A DISTANCE OF 421.78 FEET TO A POINT OF

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 3

SHEET 1 OF 3  
SEC. 16, TWP. 44 S, RGE. 43 E

REV: -  
FIELD: -  
DRAWN: KMB *KMB*  
APPR: MMB *MMB*

**MOCK ROOS**  
ENGINEERS SURVEYORS PLANNERS  
5720 Corporate Way, West Palm Beach, Florida 33407  
(561) 663-3113, fax 478-7248

**SPECIFIC PURPOSE SURVEY**  
SECTION 16,  
TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
CITY OF LAKE WORTH, FLORIDA

SCALE: N/A  
DATE: 11-28-99  
P.A.N.O. 98152.02  
DR. NO. A-3809

S:\w\_\w\_nwb\dwg\mwbfsk01.dwg 11/20/99 08:40:41 AM AM EST

**LEGAL DESCRIPTION (CONTINUED)**

INTERSECTION WITH THE EASTERLY EXTENSION OF THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH; THENCE ALONG SAID EXTENDED LINE, SOUTH 89°19'01" WEST, A DISTANCE OF 43.79 FEET TO A CONCRETE MONUMENT, 1-1/2 INCH STEEL TOP WITH CONCRETE; THENCE CONTINUE SOUTH 89°19'01" WEST, A DISTANCE OF 701.44 FEET, FOR A TOTAL DISTANCE OF 745.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 440,024.81 SQUARE FEET OR 10.10 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.

NOT VALID WITHOUT  
ACCOMPANING SKETCH.  
SHEET 3 OF 3

**NOTES:**

1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
2. DATE OF FIELD SURVEY: NOVEMBER 22, 1999.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
5. NO ABOVE GROUND IMPROVEMENTS WERE LOCATED AT THE CLIENTS REQUEST.
6. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY MOCK, ROOS AND ASSOCIATES, INC. LEGAL DESCRIPTION WAS WRITTEN BY THE SIGNING SURVEYOR AT THE DIRECTION OF THE CLIENT.

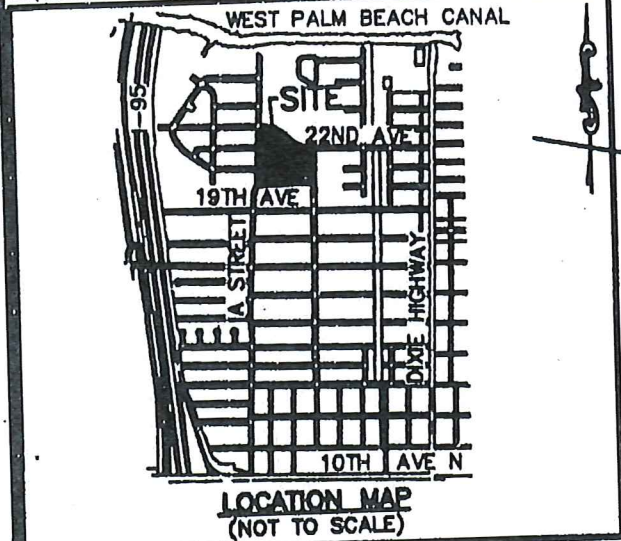
*Mary Hanna Clodfelter*  
 MARY HANNA CLODFELTER  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA CERTIFICATE NO. 4763

SHEET 2 OF 3  
 SEC. 16, TWP. 44 S, RGE. 43 E

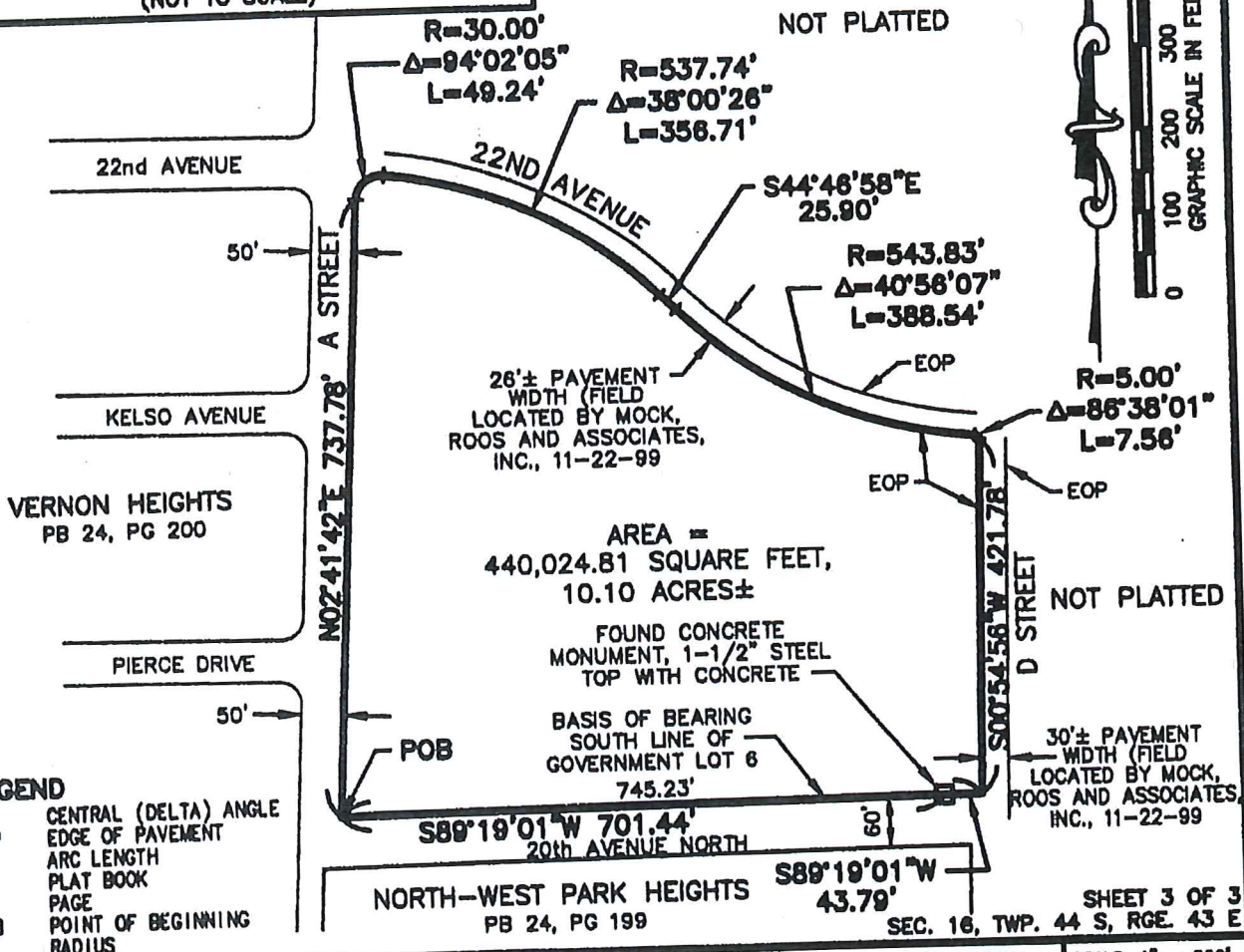
REV: -	 <b>MOCK ROOS</b> ENGINEERS & PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	SPECIFIC PURPOSE SURVEY SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST CITY OF LAKE WORTH, FLORIDA	SCALE: N/A
FIELD: -			DATE: 11-26-99
DRAWN: KMB <i>KMB</i>			P.A.N.O. 98152.02
APPR: MHC <i>MHC</i>			DR. NO. A-3809



S:\lw\lw\_nwb\dwg\11wbfsk01.dwg 11/26/09 08:49:41 AM AM EST



- NOTES:**
1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
  2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
  4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.



- LEGEND**
- Δ CENTRAL (DELTA) ANGLE
  - EOP EDGE OF PAVEMENT
  - L ARC LENGTH
  - PB PLAT BOOK
  - PG PAGE
  - POB POINT OF BEGINNING
  - R RADIUS

REV: -
FIELD: -
DRAWN: KMB
APPR: MNC <i>[Signature]</i>

**MOCK ROOS**  
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407  
(561) 683-3113, fax 478-7248

**SPECIFIC PURPOSE SURVEY**  
SECTION 16,  
TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
CITY OF LAKE WORTH, FLORIDA

SCALE: 1" = 200'
DATE: 11-26-09
P.A.N.O. 98152.02
DR. NO. A-3809





Jeb Bush  
Governor

## Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

March 22, 2001

*3/27 Copies sent to Daryl  
Ed  
Anne*

Mr. Daryl Boyd, Project Manager  
City of Lake Worth  
1121 Lucerne Avenue  
Lake Worth, Florida 33460

Re: Northwest Ballfields  
FRDAP Project No. F99122

Dear Mr. Boyd:

Enclosed is the executed amendment which provides for a completion date of May 31, 2001, for this project. This is the date by which all grant related construction must be complete and all grant related expenses paid. The completion documentation must be submitted to our office no later than thirty (30) days after project completion. As soon as the documentation is received, we will arrange for a final inspection.

Thank you for your attention to this matter.

Sincerely,

Handwritten signature of A. Diane Langston in cursive.

A. Diane Langston  
Community Assistance Consultant  
Bureau of Design and Recreation Services  
Division of Recreation and Parks  
Mail Station #585

ADL/cr

Attachment

"More Protection, Less Process"

Printed on recycled paper.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Amendment 2 to Agreement

This Amendment entered into on March 21, 2001, serves to amend portions of the Agreement dated September 14, 1998, as amended on August 14, 2000, by and between the Department of Environmental Protection, hereinafter referred to as DEPARTMENT, and the City of Lake Worth, hereinafter referred to as GRANTEE, for the approved recreational project known as Northwest Ballfields, Project #F99122.

In and for the mutual covenants between them, the DEPARTMENT and the GRANTEE agree that the following amendment shall apply to the above referenced Agreement:

Paragraph 9 Sentence 1 is amended as follows: The GRANTEE shall complete all project elements on or before May 31, 2001.

In all other respects the Agreement of which this is an Amendment and attachments relative thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF LAKE WORTH

By: Ed Bauron  
Director or Designee  
Division of Recreation and Parks

By: Wendy L. Newmyer  
\*Chairman or designee

Title: CITY Manager

Ann Diane Langston  
DEP Contract Manager 2/15/01

Address:  
1121 Lucerne Avenue  
Lake Worth, Florida 33460

Approved as to  
Form and Legality:

[Signature]  
Department Attorney

[Signature]  
Grantee Attorney



PAPA Banner

**Location Address** 900 22ND AVE N  
**Municipality** LAKE WORTH BEACH  
**Parcel Control Number** 38-43-44-16-00-006-0010  
**Subdivision**  
**Official Records Book** **Page**  
**Sale Date**  
**Legal Description** 16-44-43, GOV LT 6 (LESS TR INDB1054P148, 22ND AVE N & NORTH D ST R/WS)

**Owners**  
 LAKE WORTH CITY OF

**Mailing address**  
 7 N DIXIE HWY  
 LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

<b>Number of Units</b> 0	<b>*Total Square Feet</b> 4233	<b>Acres</b> 26.0093
<b>Use Code</b> 8900 - MUNICIPAL	<b>Zoning</b> PROS - PARKS RECREATION OPEN SPACE ( 38-LAKE WORTH BEACH )	

Tax Year	2022	2021	2020
<b>Improvement Value</b>	\$782,636	\$629,667	\$633,516
<b>Land Value</b>	\$1,669,797	\$1,430,512	\$1,430,512
<b>Total Market Value</b>	\$2,452,433	\$2,060,179	\$2,064,028

All values are as of January 1st each year

Tax Year	2022	2021	2020
<b>Assessed Value</b>	\$2,266,197	\$2,060,179	\$2,064,028
<b>Exemption Amount</b>	\$2,266,197	\$2,060,179	\$2,064,028
<b>Taxable Value</b>	\$0	\$0	\$0

Tax Year	2022	2021	2020
<b>Ad Valorem</b>	\$0	\$0	\$0
<b>Non Ad Valorem</b>	\$0	\$0	\$0
<b>Total tax</b>	\$0	\$0	\$0

PAPA Banner

**Location Address** 900 22ND AVE N  
**Municipality** LAKE WORTH BEACH  
**Parcel Control Number** 38-43-44-16-00-006-0010  
**Subdivision**  
**Official Records Book** **Page**  
**Sale Date**  
**Legal Description** 16-44-43, GOV LT 6 (LESS TR INDB1054P148, 22ND AVE N & NORTH D ST R/WS)

**Owners**  
 LAKE WORTH CITY OF

**Mailing address**  
 7 N DIXIE HWY  
 LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

<b>Number of Units</b> 0	<b>*Total Square Feet</b> 4233	<b>Acres</b> 26.0093
<b>Use Code</b> 8900 - MUNICIPAL	<b>Zoning</b> PROS - PARKS RECREATION OPEN SPACE ( 38-LAKE WORTH BEACH )	

Tax Year	2022	2021	2020
<b>Improvement Value</b>	\$782,636	\$629,667	\$633,516
<b>Land Value</b>	\$1,669,797	\$1,430,512	\$1,430,512
<b>Total Market Value</b>	\$2,452,433	\$2,060,179	\$2,064,028

All values are as of January 1st each year

Tax Year	2022	2021	2020
<b>Assessed Value</b>	\$2,266,197	\$2,060,179	\$2,064,028
<b>Exemption Amount</b>	\$2,266,197	\$2,060,179	\$2,064,028
<b>Taxable Value</b>	\$0	\$0	\$0

Tax Year	2022	2021	2020
<b>Ad Valorem</b>	\$0	\$0	\$0
<b>Non Ad Valorem</b>	\$0	\$0	\$0
<b>Total tax</b>	\$0	\$0	\$0

**PAPA Banner**

**Location Address** 818 WORTHMORE DR  
**Municipality** LAKE WORTH BEACH  
**Parcel Control Number** 38-43-44-16-00-000-1180  
**Subdivision**  
**Official Records Book** **Page**  
**Sale Date**  
**Legal Description** 16-44-43, GOV LT 2 (LESS NLY 1005 FT, TR IN DB818P580, TRS IN DB913P273 & DB1054P148)

**Owners**  
 LAKE WORTH CITY OF

**Mailing address**  
 7 N DIXIE HWY  
 LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

<b>Exemption Applicant/Owner</b>	<b>Year</b>	<b>Detail</b>
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

<b>Number of Units</b> 0	<b>*Total Square Feet</b> 0	<b>Acres</b> 5.4160
<b>Use Code</b> 8900 - MUNICIPAL	<b>Zoning</b> PROS - PARKS RECREATION OPEN SPACE ( 38-LAKE WORTH BEACH )	

<b>Tax Year</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>Improvement Value</b>	\$53,918	\$43,490	\$44,883
<b>Land Value</b>	\$347,707	\$297,880	\$297,880
<b>Total Market Value</b>	\$401,625	\$341,370	\$342,763

All values are as of January 1st each year

<b>Tax Year</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>Assessed Value</b>	\$134,769	\$122,517	\$111,379
<b>Exemption Amount</b>	\$134,769	\$122,517	\$111,379
<b>Taxable Value</b>	\$0	\$0	\$0

<b>Tax Year</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>Ad Valorem</b>	\$0	\$0	\$0
<b>Non Ad Valorem</b>	\$0	\$0	\$0
<b>Total tax</b>	\$0	\$0	\$0



## **City of Lake Worth Beach Sports Lighting Retrofit**

The City of Lake Worth Beach is 5.89 square miles and is located sixty-four miles north of the City of Miami. The 2020 U.S. Census reported that 42,219 people call Lake Worth Beach home. The Leisure Services Department is committed to enhancing the lives of its citizens and visitors by providing safe, healthy, cultural, and educational recreational opportunities while preserving and enhancing natural resources and stimulating the economic vitality of the community. The City offers many parks and recreational facilities within the City. The Leisure Services Department is in charge of the Parks, the Casino and Beach Complex, the Lake Worth Beach City Library, the Museum, and the Golf Club. The City is also home to the world-famous Street Painting Festival held each February that brings over 200,000 people to the City. The City of Lake Worth Beach has made improving its recreational parks and facilities a priority to enhance the quality of life for its residents. The proposed project will make improvements to Northwest Park.

Northwest Park is located at 900 22nd Avenue N in Lake Worth, Florida. Amenities at Northwest Park include four baseball/softball fields, a concession stand, a playground, a lighted field, and parking.

The City of Lake Worth Beach is requesting \$200,000 in funding from the Florida Recreation Development Assistance Program and will provide \$200,000 in local matching funds to install new sports lighting at the baseball fields. The installation of new LED fixtures would provide vastly improved lighting for play on this field and significantly improve visibility for safe play by eliminating the glare caused by the older light fixtures. It would further serve to reduce maintenance costs and consume less electricity. Improved lighting will increase access to the fields. New landscaping will be installed to improve the look of the park and also safely delineate active areas and walkways.