

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	<i>* see below</i>	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes **X** No

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

~~There is no fiscal impact to this item~~
 The Use Agreement merely memorializes terms of the use and the respective on-going responsibilities.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

MC
 OFMB
 08/31/09
 9/4/09
 9/4/09
 CN 8/28/09

Jim J. Lawler
 Contract Development and Control
 9/18/09
 9/18/09

B. Legal Sufficiency:

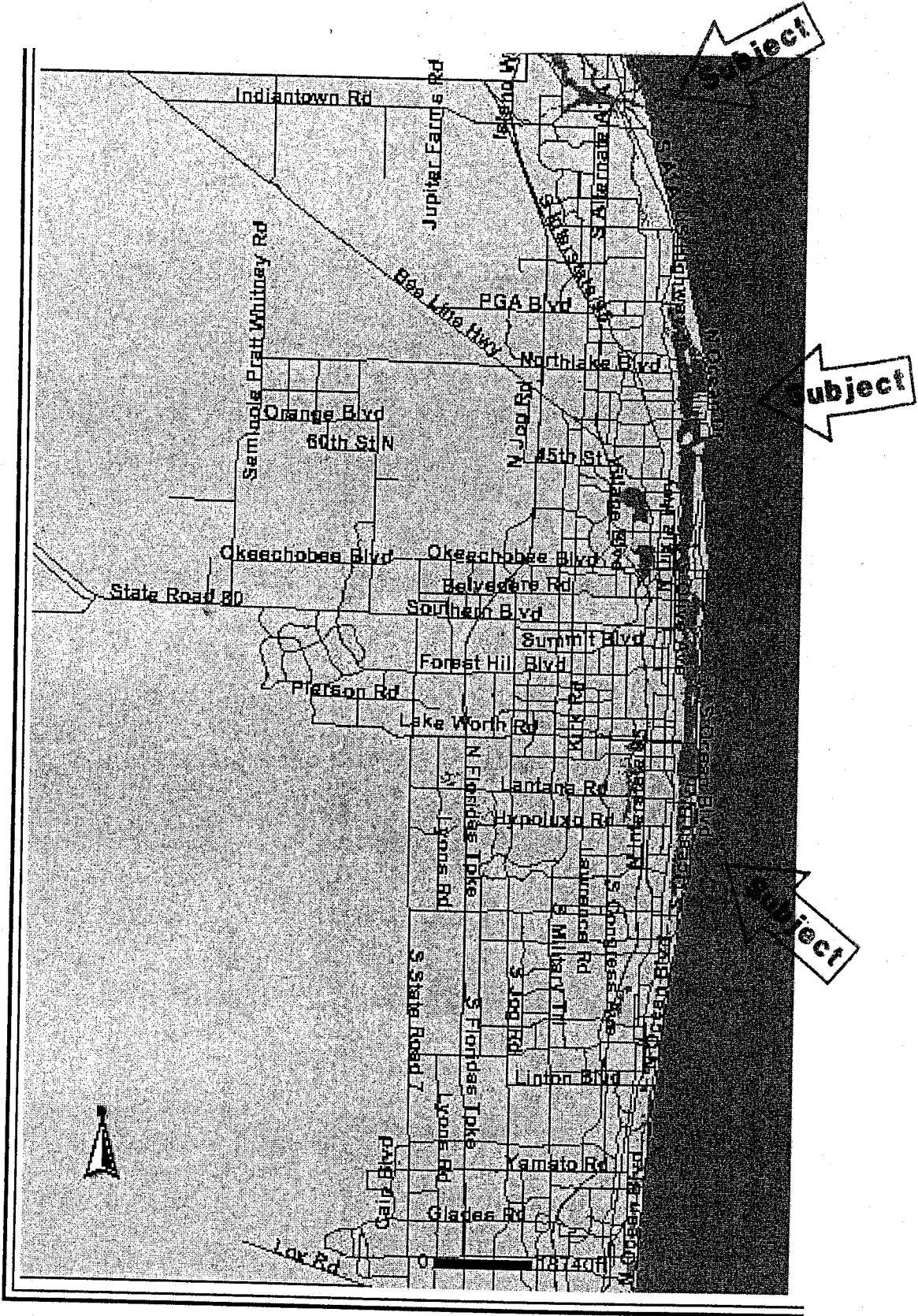
H. Jal
 9/9/09
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



LOCATION MAP

II


USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and RIC L. BRADSHAW, SHERIFF, in his official capacity as SHERIFF of PALM BEACH COUNTY, a State constitutional officer ("Sheriff").

WHEREAS, County owns three park properties identified as (i) Phil Foster Park, located on the Intracoastal Waterway at 900 Blue Heron Boulevard, Riviera Beach, Florida; (ii) Ocean Inlet Park, located at 6990 North Ocean Boulevard, Ocean Ridge, Florida and (iii) DuBois Park, located at 19075 DuBois Road, Jupiter, Florida (collectively, the "Parks"); and

WHEREAS, Sheriff desires to occupy space at the Parks for operation of the Sheriff's Marine Unit ("Marine Unit"); and

WHEREAS, County and Sheriff agree that the Sheriff's use and occupancy of the Parks shall be in accordance with the terms and obligations set forth herein.

WITNESSETH

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals contained above are true and correct and are incorporated herein by reference.
2. Sheriff shall occupy space at the Parks as identified in Exhibit "A" ("Phil Foster"), Exhibit "B" ("Ocean Inlet"), and Exhibit "C" ("DuBois") attached hereto and made a part hereof.
3. The term of this Agreement is for twenty (20) years ("Term"). The Term may be extended for two (2) additional five-year periods upon mutual written agreement between the Sheriff and the County. The Term shall commence upon full execution of this Agreement.
4. Any space at the Parks used by the Marine Unit is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. Any person not employed by County or Sheriff requiring unescorted access in the Marine Unit's space is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from County as provided for in Palm Beach County Ordinance 2003-030, and from Sheriff.

PHIL FOSTER PARK

5. County shall build-out the second floor of the multi-purpose building (the "Premises"), and a storage room with exterior access on the first floor, as depicted in Exhibit "A" for use by the Marine Unit. The cost of the build-out shall be funded by impact fees. Sheriff agrees that the Premises shall be used solely by Marine Unit.
6. Sheriff shall have the right to use the Premises at no charge. Sheriff's use of the Premises shall be subject to the written user's guide that will be provided to Sheriff upon Sheriff's occupancy of the Premises.
7. Sheriff shall be entitled to use six (6) boat slips on the non-public, fixed dock depicted in Exhibit "A". The six (6) boat slips shall be included as part of the Premises. Access to the dock from land will require use of a security access card. County shall install six (6) boat lifts for Sheriff and security cameras for monitoring the dock. Sheriff acknowledges that its use of the non-public dock is not exclusive; however, such use by others is limited to County owned vessels operated by County personnel.
8. Sheriff shall not have any designated parking spaces. Sheriff shall be entitled to park up to three (3) marked vehicles within the fenced compound at Phil Foster from dusk to dawn only. Sheriff shall arrange access to the fenced compound with the County's Parks & Recreation Department. The Sheriff shall not store, on a temporary or permanent basis, any vessels, vehicles, including line vehicles, or equipment at any location within the Park but for on the Premises
9. County shall have the right to relocate Sheriff's six (6) boat slips to another dock at any time, for any reason, at County's sole cost and expense. Any relocation shall be to a dock with similar secured access and camera monitoring.
10. County shall provide all telephone service and equipment to the Premises and be responsible for all costs. County shall also provide data infrastructure to the shared server room on the first floor. County's and Sheriff's servers shall be located in individual cages within the shared server room.
11. Sheriff shall fund the purchase and installation of all computer equipment, furniture, non-fixed fixtures and other equipment necessary to operate the Marine Unit on the Premises.
12. County shall be responsible for performing all maintenance, both interior and exterior, on the Premises. County shall also be responsible for all operating costs for the Premises, including charges for utilities. Sheriff shall be responsible for providing custodial and pest control services to the Premises. Sheriff shall be responsible for maintenance of the Sheriff's boat lifts.

13. Sheriff shall not modify or alter the Premises without prior written approval of the County through its Director of Facilities Development & Operations ("Director") and the Director of Parks & Recreation. The installation of cable, for telephone or data systems, or equipment, shall be considered a modification requiring the prior written approval of County. No trustees or drug farm participants shall perform any work to the interior or exterior of the Premises, nor shall trustees or drug farm participants work within the Marine Unit operation on the Premises.
14. Access to the Premises (including the second floor of building) is controlled via a card access system installed by County to County standards. Sheriff will have the sole approval authority of the individuals who have access to the Premises. The Sheriff shall approve County maintenance employees requiring access to the Premises.

OCEAN INLET

15. Upon Sheriff's occupancy of the Premises at Phil Foster, Sheriff shall relocate the Marine Unit at Ocean Inlet from the space designated as Area B to the space designated as Area A in the Marina Building as depicted in Exhibit "B". Sheriff shall coordinate the move with the County's Parks & Recreation Department.
16. County and Sheriff shall each pay their own relocation costs.
17. County shall designate a total of three (3) slips at Ocean Inlet for exclusive use by law enforcement agencies, the usage of which shall be determined by Sheriff. In the event other law enforcement agencies wish to use any of the three (3) slips designated for law enforcement use, Sheriff in its sole discretion shall determine how the use of the slips will be allocated. County will not designate any additional slips for law enforcement use. Sheriff shall be responsible, at its sole cost and expense, for any dredging that may be required for use of the slips.
18. The docks and Marina Building shall be maintained by County at its sole cost and expense. County shall also be responsible for all operating costs for the docks and Marina Building, including charges for utilities. Sheriff shall be responsible for maintenance of Sheriff's boat lifts.

DUBOIS

19. County agrees that, prior to finalizing the design plans for any docks that may be constructed at DuBois in the future, County will discuss the ability to provide a slip for exclusive or joint use by law enforcement. Sheriff acknowledges that it is highly unlikely

that a separate dock can be provided for law enforcement use due to space and use constraints. The location, design, and terms of use of the slip, if one is provided, shall be incorporated into this Agreement by amendment.

This Agreement shall take effect when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first above written.

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney

By: Army Wolf
Director, Facilities Development &
Operations

ATTEST:

RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM BEACH
COUNTY, FLORIDA,
a State Constitutional Officer

By: Army Wolf

By: _____
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
PBSO Assistant Legal Advisor

SITE DATA

TOTAL PARK AREA 183 ACRES 4,488,840 SF
 TOTAL IMP. PARCEL AREA 181 ACRES
 PROJECT AREA (ENCLINED) APPROXIMATELY 62.1 ACRES
 NAME OF DEVELOPER PHIL FOSTER PARK
 PROJECT ADDRESS 501 E. BLUE HERON BLVD.,
 RIVIERA BEACH, FL
 COUNTY PALM BEACH BOAT LAUNCH
 PROJECT USE SHIP STORE, PARK OFFICE, PHOTO OFFICE
 SECTION 11, TOWNSHIP 46, RANGE 30
 PARCEL CONTROL NUMBER 18-03-02-11-00-0000-0008
 ZONING CC-1 COMMUNITY FACILITY
 LAND USE RECREATION
 PERIODS 1 1/2-1-1/2 ACRES 10,123 SF, 228
 2 1/2-1/2 ACRES 30,147 SF, 681

VEHICULAR PARKING REQUIRED

PROPOSED 141 2-LEVEL BUILDINGS 20 SPACES
 1 PER 200 SF OF RETAIL (200 SF) 4
 1 PER 300 SF OF OFFICE (4328 SF) 14
 OTHER RECREATION AREA (OUTDOOR ATTRACTIONS) 10 SPACES
 1 PER 100 SF OF COVERED SPACE 01
 2 PER ACRE OF OUTDOOR ATTRACTION AREA 88
TOTAL PARKING 140 SPACES

PARKING EXISTING

VEHICULAR PARKING (60' x 30') 28 SPACES
 BOAT TRAILER PARKING (10' x 40') 20 SPACES
 OVERFLOW 20
TOTAL 78 SPACES

BUILDING DATA

BUILDING 6A (COVERED & ENCLOSED)
 60'0" x 100'0" 6000 SF
 BUILDING LOT COVERAGE (ENCLOSED BUILDINGS ONLY)
 60'0" x 100'0" 6000 SF
 PAR (BASED ON TOTAL SITE)
 APPROVED 20' 200 SF
 TOTAL 20' 200 SF

APPROVED BUILDINGS

BUILDING #	BUILT	FLOOR	AREA
BUILDING 1	BUILT	FIRST FLOOR	800 SF
BUILDING 2	BUILT	SECOND FLOOR	800 SF
BUILDING 3	BUILT	2nd	24 SF
BUILDING 4	BUILT	2nd	24 SF
BUILDING 5A	PLUMB	1	476 SF
BUILDING 5	BUILT	1	400 SF (PLUMB 800)
BUILDING 7	PLUMB	1	24 SF

TOTAL COVERED/ENCLOSED AREA 4700 SF
 NETS BUILDINGS NEED N LOT COVERAGE CALCULATIONS
 FIRST FLOOR ONLY AS THEY ARE ENCLOSED SPACES

PROPOSED 141 2-LEVEL BUILDINGS

BUILDING #	OFFICE	RETAIL	AREA
BUILDING 1	424 SF	424 SF	848 SF
BUILDING 2	424 SF	424 SF	848 SF

TOTAL PROPOSED 87, 1300 SF



Gentle Holloway O'Mahoney & Associates, Inc.
 Landscapes Architects Planners and Environmental Consultants
 1807 Commerce Lane
 Suite 201
 Jupiter, Florida 33408
 561-575-1551
 561-575-5260 FAX
 www.gentle-holloway.com

Master Plan
 Phil Foster Park
 Multi-Purpose Building
 RIVIERA BEACH, FLORIDA

Designed: GOSCH
 Drawn: GOSCH
 Approved: GOSCH
 Date: 1-1-08
 Job No.: 08-0001
 Revisions: 1-18-08
 Final Approval: 5-28-08

Call no.: CAD01-0001
 5/01

SEP 8 2008

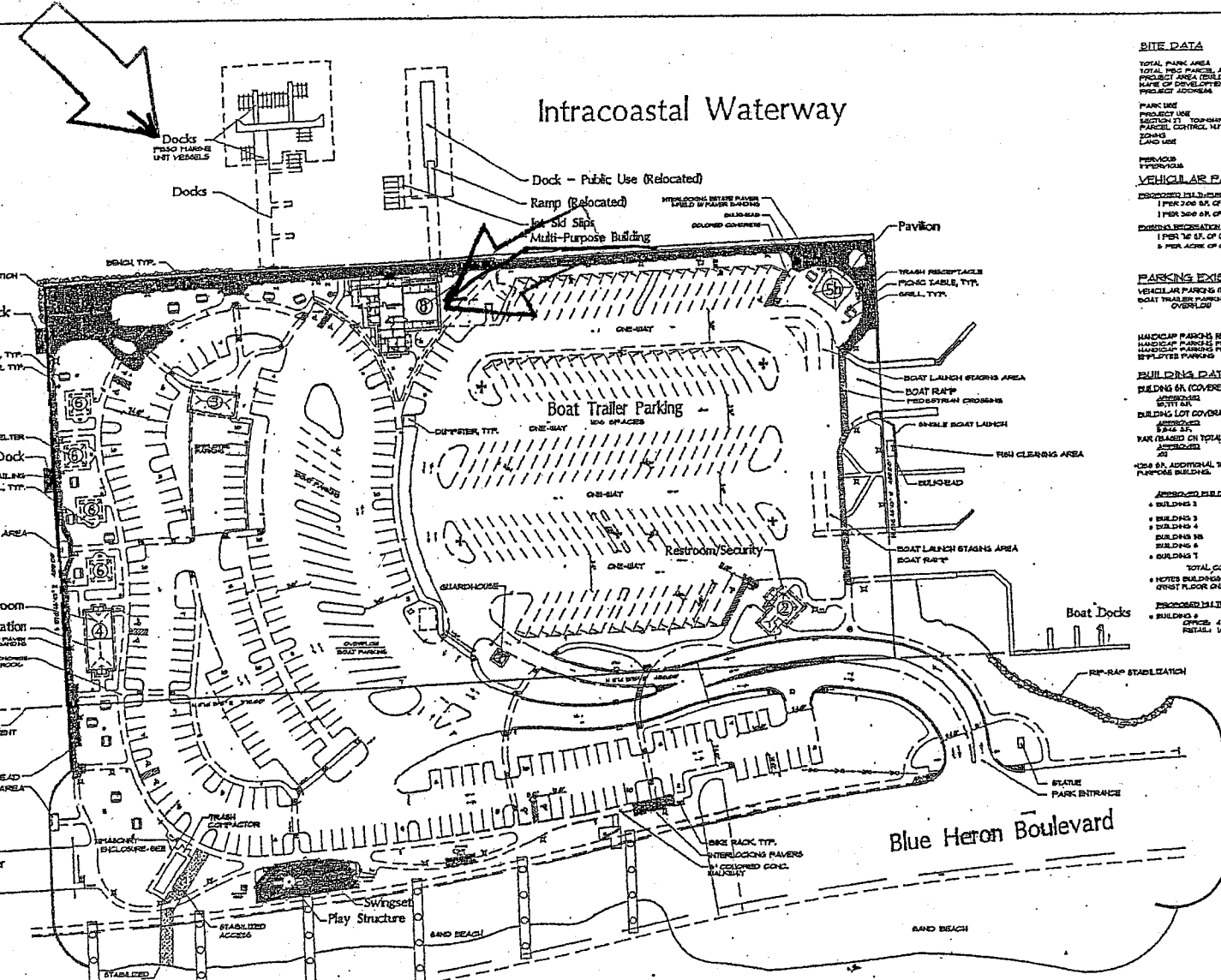
LC 000077
 Brand Title
 Master Plan

Scale: 1" = 50'-0"

Sheet No.
 SP-6
 01-0106, 1/04

EXHIBIT "A"
PAGE 1 OF 4

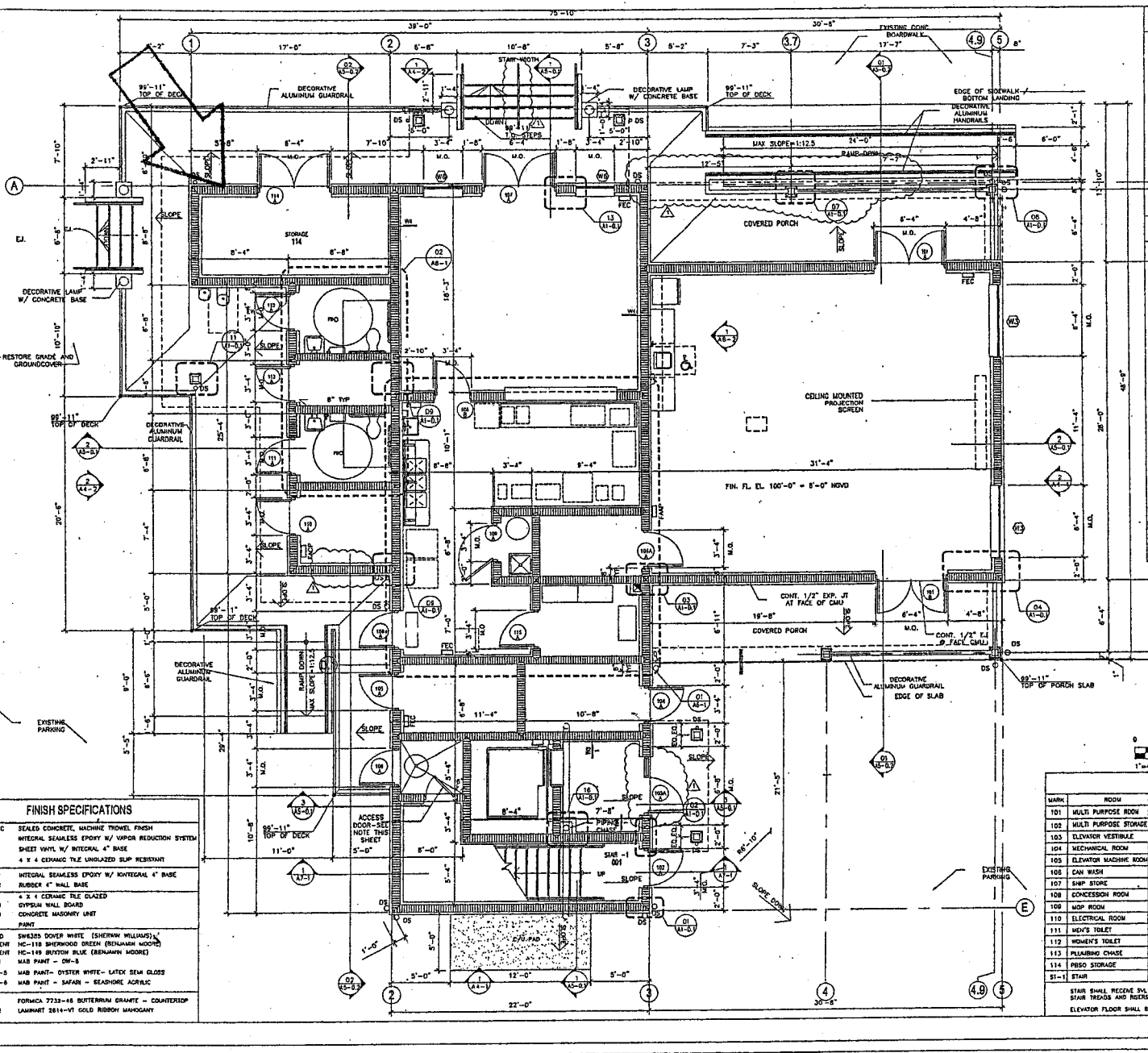
City of Riviera Beach
 Administrative Approval
 Date: 10-6-08
 MARY MICHAEL



Intracoastal Waterway

Blue Heron Boulevard

Intracoastal Waterway



SYMBOL LEGEND

- PARTITION TYPE - SEE AS-D-2
- (D) DOORS - SEE AS-0-1
- (W) WINDOWS - SEE AS-0-1
- (L) FAUX LOUVER - SEE AS-0-1

SEE THIS SHEET FOR FINISHES AND CEILING HEIGHTS

- GENERAL NOTES**
1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR ANY INCONVENIENCES.
 2. ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STUDS, FACE OF CMU OR CONG. AND CENTERLINE OF COLUMN UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALES OF DRAWINGS.
 3. INSTALL TYPICAL PARTITION TYPE (SEE AS-D-2 / P2) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.
 4. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESERVE TREATED. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CASEWORK, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE 5-18S COATING FOR PT WOOD ANCHORS.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, PATCHING AND FITTING OF ALL WORK IN A NEAT, WORKMANLIKE MANNER. PROTECT ALL ADJACENT SURFACES FROM DAMAGE. PATCH AND REPAIR ALL WORK DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL OR BETTER CONDITION. WHERE NEW WORK ADJACENT EXISTING IN THE SAME PLANE, MATCH ADJACENT FINISHES, MATERIALS, TEXTURES, SHEEN, ETC.
 6. VERIFY SIZES OF ALL ELECTRICAL PANELS AND COORDINATE ALL ELECTRICAL, MECHANICAL, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
 7. UPON COMPLETION OF THE WORK, WORK AREA AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.
 8. CROSS SLOPES FOR ALL WALKS, PORCHES, BALCONIES, RAMPS, ETC. ON AN ACCESSIBLE ROUTE SHALL NOT EXCEED 1:50.
 9. CONNECT ALL DOWNSPOUTS TO 4/8" STORM SYSTEM.
 10. ALL EXTERIOR CLADDING, SIDING, WINDOWS, DOORS, LOUVERS, ROOFING, GUTTERS, DUTTERS, COMPARTS, ETC. SHALL COMPLY WITH FL FAC 48-72 FOR PRODUCT APPROVAL AND BE INSTALLED TO MEET WINDS AS INDICATED IN ASSE 7.

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Song + Associates

Architects • Planning • Interior Design

400 Americana Ave. S. 4th Floor
West Palm Beach, Florida 33411
Telephone: 561-835-1412
561-835-1413
561-835-1414
FAX: 561-835-1415
Mobile: 561-835-1416
E-MAIL: info@songandassociates.com
www.songandassociates.com

Name: PETER R. CILESTAD
License #: AR-0014949
Consultant:

BOYLE
CONSTRUCTION CORPORATION

2800 Palm Beach Lakes Blvd. Suite 800
West Palm Beach, FL 33411
Cell: 561-977-1212 Fax: 561-977-1213
www.boylecorp.com

PHIL FOSTER PARK
MULTIPURPOSE BUILDING
RIVIERA BEACH, FLORIDA

FOR CONSTRUCTION

EXHIBIT "A"
PAGE 3 OF 4

Revised: _____
SEAMAN COORD. 2/18/09

Date: 11/10/08
S.A. Project No.: 01122
Design Project No.: _____
Drawn By: RM, AR, NR
Checked By: _____

Phase: CONSTRUCTION DOCUMENTS

Sheet Title: FIRST FLOOR PLAN

Sheet #: A1-1.0

ACCESS DOOR NOTE:
FRAME: 30" X 30" PRE-FINISHED ACCESS DOOR, TOP OF OPENING 60" ABOVE FLOOR.
DOOR: 14 GAUGE STAINLESS STEEL, TYPE 304, 1" FLANGE.
FRAME: 18 GAUGE STAINLESS STEEL, TYPE 304, 1" FLANGE.
HINGE: CONTINUOUS PLAND HINGE STAINLESS STEEL.
LOCK: HORTISE KEY LOCK (LOCKAGE SYSTEM TO MATCH BUILDING).
INSULATION: 2" THICK FIRE RATED SAFETY INSULATION.

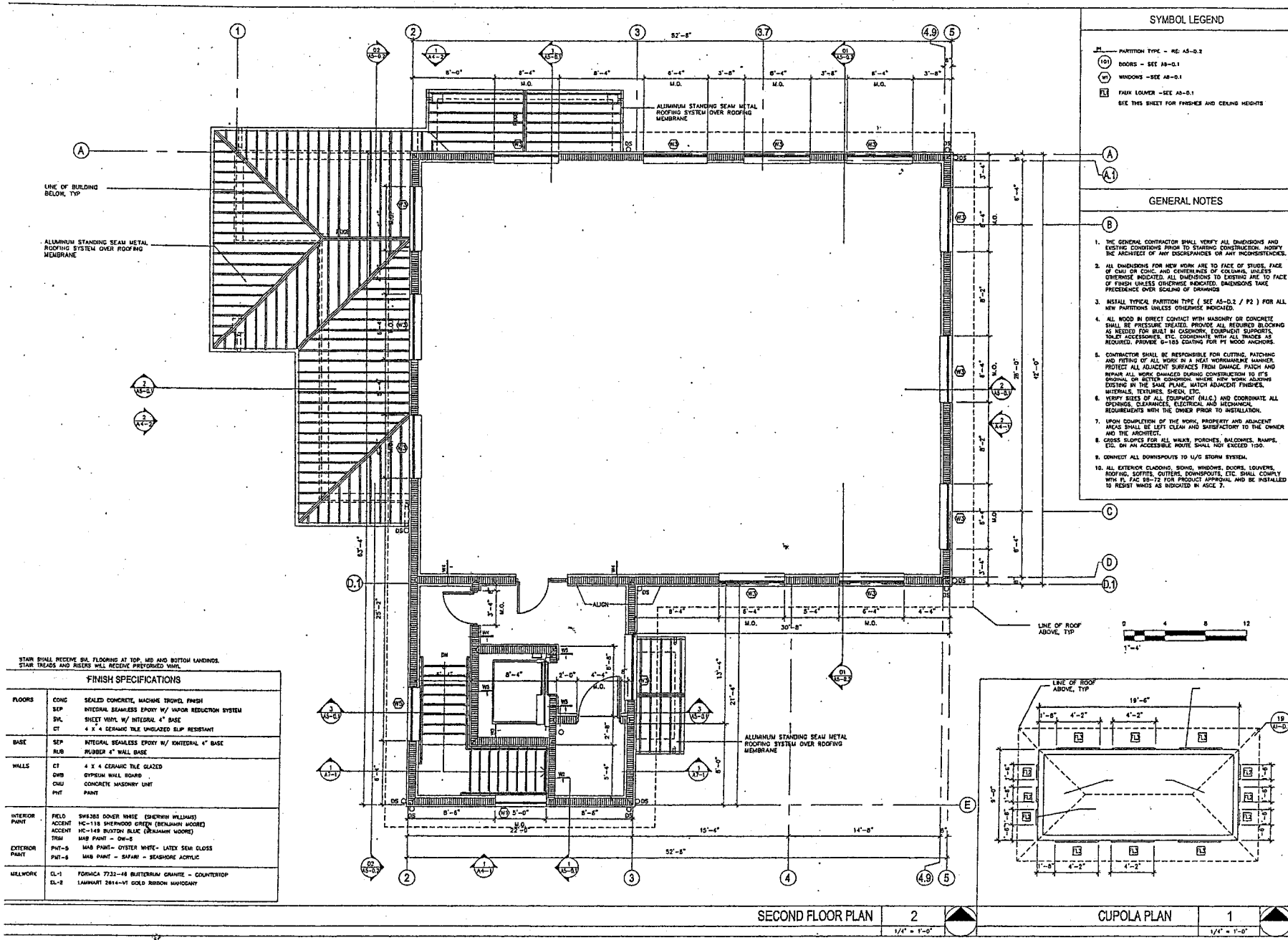
FINISH SCHEDULE

MARK	ROOM	FLOOR	BASE	WALLS	CEILING	HEIGHT	REMARKS
101	MULTI PURPOSE ROOM	SEP	SEP	GWB/PNT	ACT	SEE RCP	
102	MULTI PURPOSE STORAGE	SEP	SEP	GWB/PNT	ACT	SEE RCP	
103	ELEVATOR VESTIBULE	SEP	SEP	GWB/PNT	ACT	SEE RCP	
104	MECHANICAL ROOM	CONC	-	GWB/CON/PNT	EXPOSED	-	
105	ELEVATOR MACHINE ROOM	SEP	SEP	GWB/CON/PNT	EXPOSED	-	
106	CAN WORK	SEP	SEP	GWB/PNT	GWB	SEE RCP	
107	SNIP BIKER	SEP	SEP	GWB/PNT	ACT	SEE RCP	
108	CONCESSION ROOM	SEP	SEP	GWB/PNT	ACT	SEE RCP	
109	WOP ROOM	SEP	SEP	GWB/PNT	ACT	SEE RCP	
110	ELECTRICAL ROOM	SEP	SEP	GWB/PNT	GWB	SEE RCP	
111	MEN'S TOILET	SEP	SEP	GWB/PNT	GWB	SEE RCP	
112	WOMEN'S TOILET	SEP	SEP	GWB/PNT	GWB	SEE RCP	
113	PULLBAR CHASE	CONC	-	PNT	GWB	SEE RCP	
114	PRESS STORAGE	SEP	SEP	GWB/PNT	GWB	SEE RCP	
ST-1	STAIR	CONC	CONC	GWB/PNT	-	-	

STAIR SHALL RECEIVE 3/4" FLOORING AT TOP AND BOTTOM LANDINGS.
STAIR TREADS AND RISERS WILL RECEIVE PRESERVE TREATED WOOD.
ELEVATOR FLOOR SHALL BE SHEET VINYL.

FIRST FLOOR PLAN 1
1/4" = 1'-0"

First Floor - Multi-Purpose Building



SYMBOL LEGEND

[Symbol] PARTITION TYPE - SEE AS-D.2
 [Symbol] DOORS - SEE AB-D.1
 [Symbol] WINDOWS - SEE AB-D.1
 [Symbol] PAUX LOUVER - SEE AS-D.1
 SEE THIS SHEET FOR FINISHES AND CEILING HEIGHTS

GENERAL NOTES

- THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR INCONSISTENCIES.
- ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STAIR, FACE OF CHAIR OR CONC. AND CENTERLINE OF COLUMN, UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS.
- INSTALL TYPICAL PARTITION TYPE (SEE AS-D.2 / P2) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.
- ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CLOSET, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE 5/16" COATING FOR PT WOOD ANCHORS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, PATCHING AND FITTING OF ALL WORK IN A NEAT WORKMANLIKE MANNER. PROTECT ALL ADJACENT SURFACES FROM DAMAGE. PATCH AND REPAIR ALL WORK DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL OR BETTER CONDITION, WHICH MAY INCLUDE ADJACENT EXISTING IN THE SAME PLANE. MATCH ADJACENT FINISHES, MATERIALS, TEXTURES, SHEEN, ETC.
- VERIFY SIZE OF ALL EQUIPMENT (E.L.C.) AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
- UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.
- CROSS BRACES FOR ALL WALKS, PORCHES, BALCONIES, RAMPS, ETC. ON AN ACCESSIBLE ROUTE SHALL NOT EXCEED 100".
- CONNECT ALL DOWNSPOUTS TO U/O STORM SYSTEM.
- ALL EXTERIOR CLADDING, SIDING, WINDOWS, DOORS, LOUVERS, ROOFING, SOFFITS, CUTTERS, DOWNSPOUTS, ETC. SHALL COMPLY WITH FL FAC 185.2 FOR PRODUCT APPROVAL AND BE INSTALLED TO RESIST WINDS AS INDICATED IN ASCE 7.

宋
Song + Associates

Architects + Planning + Interior Design
 400 Argosyville Ave N., 4th Floor
 West Palm Beach, Florida 33411
 Telephone: 561.833.2422
 Fax: 561.833.1422
 A.A. - 0003163 IS - 0001095
 Seal:

Name: PETER R. GILSTAD
 License #: AR-0014949
 Consultants:

BOYLE
 BOYLE ENGINEERING & ARCHITECTURE
 7000 Palm Beach Blvd., Suite 600
 West Palm Beach, Florida 33411
 Tel: 561.833.2422 Fax: 561.833.1422
 www.boyle-engineering.com

PHIL FOSTER
 PARK
 MULTIPURPOSE
 BUILDING
 RIVERA BEACH, FLORIDA

FOR
 CONSTRUCTION

EXHIBIT "A"
 PAGE 4 OF 4

Revisions:

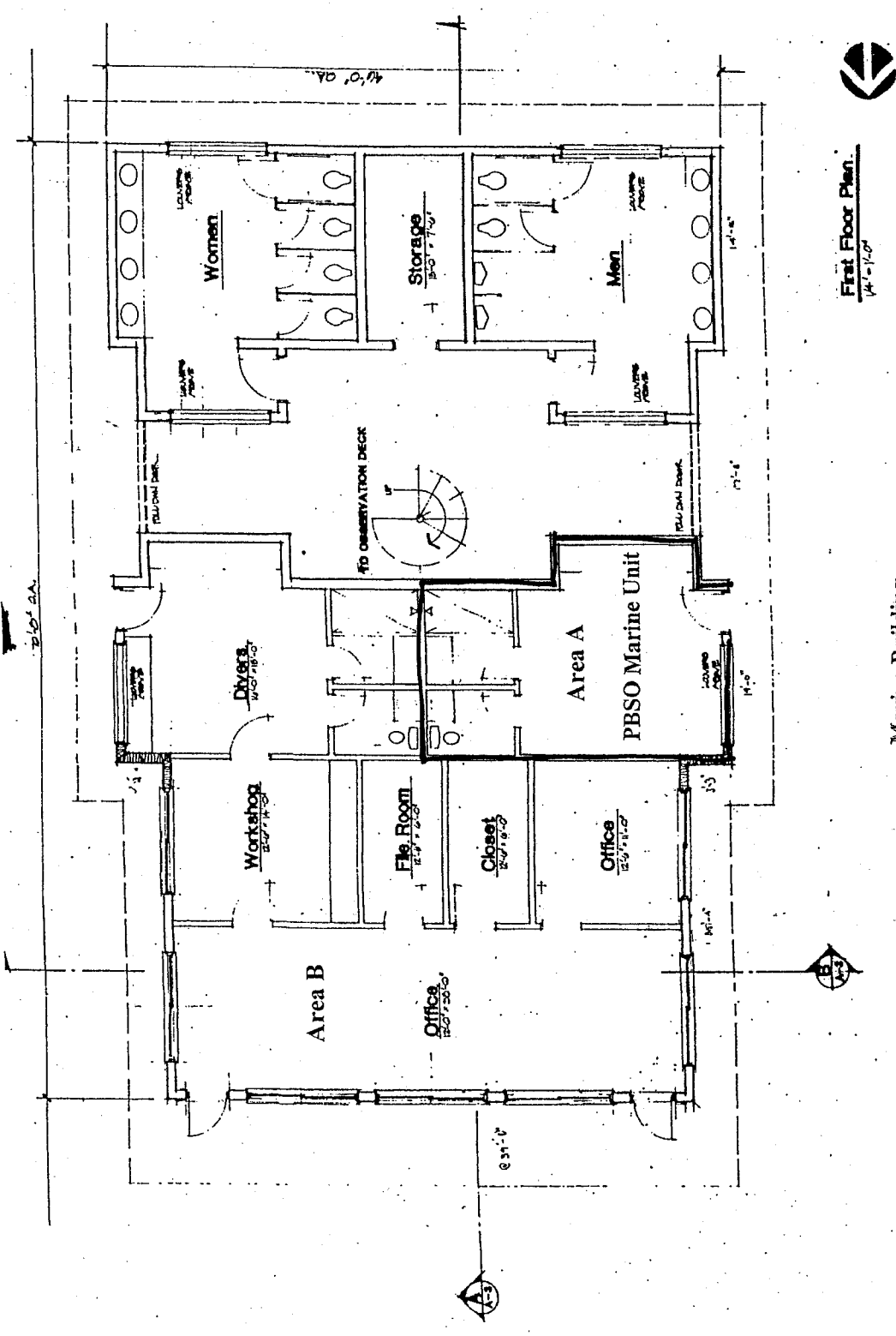
Date: 11/19/08
 S.A. Project No.: 01137
 Owner/Practitioner No.:
 Drawn By:
 Checked By:

Phase:
 CONSTRUCTION
 DOCUMENTS

Sheet Title:
 SECOND FLOOR
 PLAN

Sheet #:
 A1-2.0

Second Floor - Multi-Purpose Building



First Floor Plan
14'-0" x 31'-0"

Marina Building

Exhibit "B"
Ocean Inlet

D

C

T40

T

T41

1

2

3

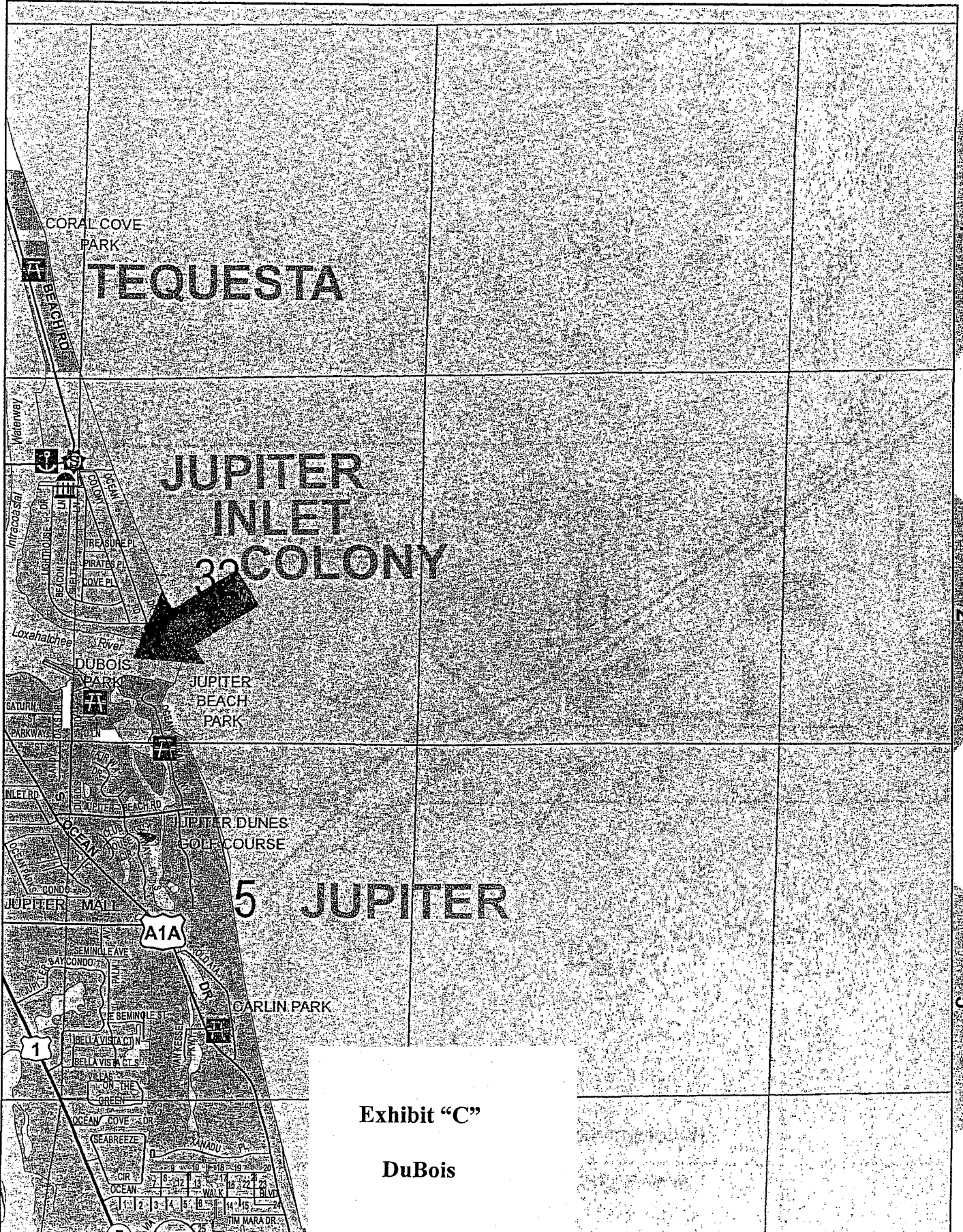


Exhibit "C"

DuBois