

50-1

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	May 19, 2015	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board Direction: regarding a request from the Boynton Beach CRA to allow demolition of a building within the CRA's Boynton Harbor Marina.

Summary: The acquisition of the Boynton Harbor Marina property was funded in part with a \$2M grant from the County. The CRA is requesting Board approval to demolish an old 2 story building at the entrance to the Marina and to replace the building with public open space including landscaping and a pedestrian promenade. The Board did not approve Staff's recommendation to approve a similar request by the CRA in 2012 (Agenda Item 5C-1, January 24, 2012) in response to objections from Splashdown Divers, which had operated a dive shop within the building and was forced to relocate in 2012. Splashdown Divers currently remains in operation across the street from the Marina, and has its boat docked at the Marina. **(PREM) District 4 (HJF)**

Background and Policy Issues: In 2006, the County provided the CRA \$2M in grant funding under the \$50M Waterfront Preservation and Access Bond to assist in the CRA's acquisition of the Boynton Beach Marina. A Declaration of Restrictive Covenants was recorded to restrict the use to public marina purposes and to require that at least eight (8) boat slips remain available for Charter/Commercial operations. The Declaration also required that an existing two story building used for Marina office, restrooms, dive shop, and classroom be used for public Marina purposes in support of the Marina. The Declaration further restricts any construction, renovation or alteration which would materially alter the Marina and/or otherwise impair, restrict or eliminate existing Marina uses.

In conjunction with preparation of their master plan for the Marina, the CRA analyzed options for renovating the existing two story building. The analysis concluded that due to the building's age, condition and non-compliance with current codes, that it would be more cost effective to construct a new building than to renovate the existing building.

(continued on page 3)

Attachments:

1. Location Map
2. Correspondence from CRA
3. September 12, 2006 Agenda Item

Recommended By:

[Signature]
Department Director

5/18/15
Date

Approved By:

[Signature]
County Administrator

5/14/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

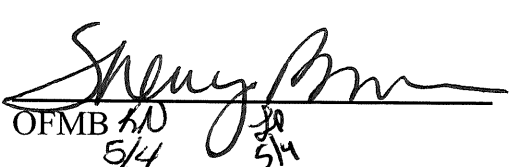
B. Recommended Sources of Funds/Summary of Fiscal Impact:

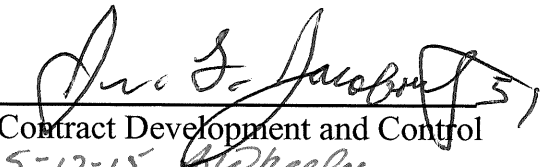
* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB ¹⁰ _{5/4}


Contract Development and Control ^{5/12/15}
_{5-12-15 Wheeler}

B. Legal Sufficiency:


Assistant County Attorney _{5/14/15}

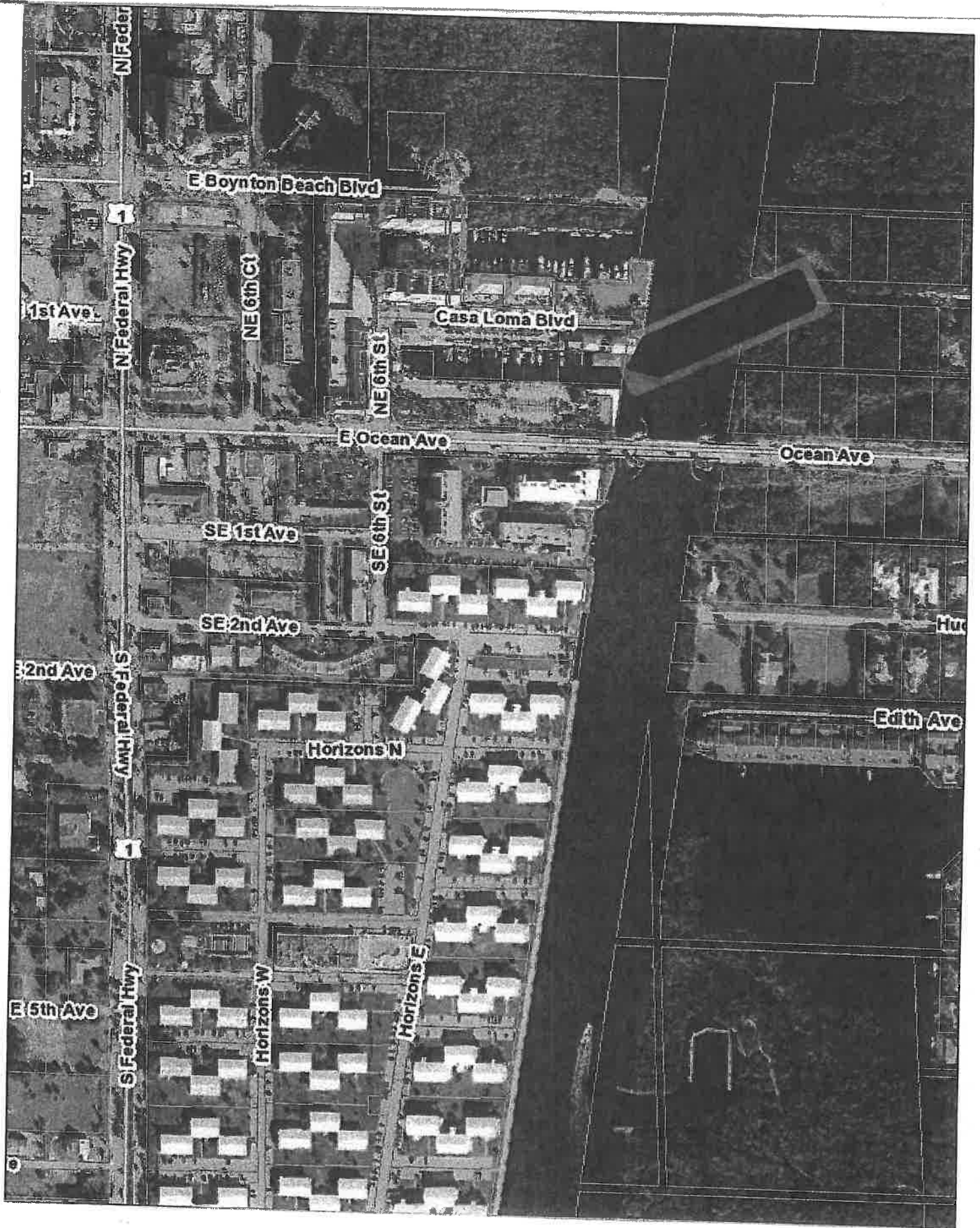
C. Other Department Review:

Department Director

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

Background and Policy Issues (cont.) The CRA recently completed construction of a new building adjacent to the fuel dock which includes an office for the dockmaster, ADA accessible bathrooms to replace the non-accessible bathrooms in the old building, and a ships store. Demolition of the old building requires Board approval pursuant to the Declaration. Attached is a copy of the September 12, 2006, Agenda Item approving funding for the CRA and the Declaration of Restrictive Covenants. Also attached is a copy of the CRA's April 3, 2015 letter requesting Board approval of the CRA's plan to demolish the old building and construct the new public open space area. The letter outlines the \$19 Million public investment in the marina project, including new docks, dredging, building and parking spaces. The CRA will invest another \$700,000 in creating the open space. The CRA has done an outstanding job of renovating the Marina and rejuvenating the general area surrounding the Marina, with only \$2 Million of County funding assistance representing approximately 10% of the overall project cost.

In response to the CRA's 2012 request for approval to demolish the existing building, a large number of patrons of the dive shop operator Splashdown Divers spoke in opposition to the CRA's demolition plans for the building. Arguments against demolition included displacement of Splashdown Divers would cause the dive shop to go out of business; that the dive shop operation is an essential service to divers using the Marina; and that without the dive shop, there would be a reduction in diving related tourism. Splashdown Divers relocated their shop across the street on the south side of Boynton Beach Boulevard in 2012 and continues in operation today with their boat docked at the Marina.



LOCATION MAP

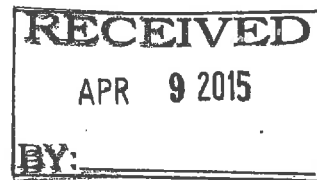
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II
S



April 3, 2015

Mr. Ross Herring, Director
Property and Real Estate Management Division
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401



Re: Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina

Dear Mr. Herring,

Pursuant to Article II of the Waterfront Preservation Easement (See Attachment 1-Easement and Declaration of Restrictive Covenants), the Boynton Beach CRA is requesting to be on the Board of County Commission consent agenda for approval to demolish the vacant two-story structure located on a portion of the CRA owned marina property in order to construct a new waterfront public space adjacent to our commercial marina slips. This project is the final phase of our overall Boynton Harbor Marina Master Redevelopment Plan and is being constructed to further the goals and objectives set forth in the Easement by providing more public access to the waterfront.

The reason for the request is twofold; first, the existing structure is not cost efficient to renovate due to its obsolescence and physical condition (See Attachment 2-Site Analysis Report/Architectural Issues). Secondly, the CRA has recently completed the construction of our much anticipated Boynton Harbor Marina Harbor Master Building and Fuel Dock Site Improvement project that provides public restrooms, changing areas and ships store (See Attachment 3-Marina Building). The construction of this new building replaces the uses previously provided within the building identified in the Easement as well as providing an expanded public waterfront area and interior roadway realignment. The CRA anticipates expending approximately \$700,000 for construction of the last phase of the Marina Redevelopment project.

To date, the CRA has invested over \$19 million into the Boynton Beach Harbor Marina, through acquisition, construction of new commercial marina docks, piers, fish cleaning stations, dredging, and marina entry feature at Ocean Avenue and new Harbor Master building (See Attachment 4-Photos of Completed Work).

710 North Federal Highway, Boynton Beach, FL 33435, (O) 561-737-3256, (F) 561-737-3258

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The CRA Marina has 19 boat slips with one available to a water taxi service and 18 leased to commercial marine businesses. Our current slip rent of \$16 per linear foot is the lowest of all municipal marinas in Palm Beach County. The CRA Board values this locally historic marine industry and supports the marine business tenants with no cost marketing and advertising initiatives sponsored by the CRA.

Additionally, the CRA has made available 126 public parking spaces within the adjacent Marina Village Condominium project that are utilized by the marine businesses. It is the intent of the CRA to preserve this working waterfront for the benefit of the marine businesses, tourists and County residents. We look forward to hearing from you soon regarding our request.

Sincerely,



Jerry Taylor
Chair

Enclosures

cc: Lori LaVerriere, City Manager, City of Boynton Beach
Commissioner Steven L. Abrams, Palm Beach County

710 North Federal Highway, Boynton Beach, FL 33435, (O) 561-737-3256, (F) 561-737-3258

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RECEIVED

MAR 30 2015

March 26, 2015

BOYNTON BEACH CRA

Ms. Vivian Brooks, Executive Director
Boynton Beach Community Redevelopment Agency
~~710 North Federal~~
Boynton Beach, FL 33435


Dear Ms. Brooks,

Congratulations on the recent ribbon cutting for the new **Harbor Master Building at the Boynton Beach Harbor Marina**. It is precisely this kind of infrastructure improvement that is helping The Palm Beaches stand out as "The Best Way to Experience Florida"; reaching record levels in tourism performance and attracting other hospitality related investments to our area. Investors in new hotels, attractions, restaurants and shopping outlets seek attractive and walkable urban centers and waterfront districts such as the one being created in Boynton Beach.

We are very pleased to see that Boynton Beach, as well as, the CRA have taken a proactive approach toward development of its tourism assets. Your collaboration and active participation with our Discover The Palm Beaches Partnership program and your support for developing joint marketing efforts is another demonstration of your commitment to a long term tourism strategy that is bound to pay off with large dividends relative to economic impact, job creation and quality of life in your community.

Through this letter I am encouraging you to continue these efforts, we vow our support and hope that you will receive the appropriate permits to execute additional infrastructure improvements in order to further this well designed strategy and achieve your vision for Boynton Beach.

Best wishes for continued success.


Jorge Pesquera
President & CEO
Discover The Palm Beaches

The Official Tourism Marketing Corporation for Palm Beach County

Discover The Palm Beaches | 1555 Palm Beach Lakes Blvd., Suite 800, West Palm Beach, Florida 33401
T: 561.233.3000 | F: 561.233.3009 | PalmBeachFL.com

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Marcello Juchem

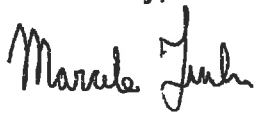
7627 Cedar Hurst Ct
Lake Worth, FL 33467
561-523-2214

Dear Mayor Vana,
Vice Mayor Berger and County Commissioners,

I am writing to express my support of the ongoing improvements at the Boynton Harbor Marina. I have been a tenant at the marina for over 23 years. Since the Boynton Beach CRA has begun to implement the master redevelopment plan, my business has increased dramatically. I have personally seen the increase in tourists coming to the area.

I hope the County Commission will support the last phase of the improvements to the marina so it truly can become the South County tourism destination.

Sincerely,



Marcello Juchem

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Attachment I

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RESOLUTION NO.R-2006-1919

A RESOLUTION PROVIDING FOR THE PURCHASE OF A WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR BOYNTON BEACH CRA MARINA IN ORDER TO PRESERVE, PROTECT AND EXPAND PUBLIC ACCESS AND USE OF SALTWATER BODIES OF WATER; FINDING A PARAMOUNT PUBLIC PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Constitution, applicable laws of the State of Florida and the Charter of Palm Beach County, Florida (the "Charter"), authorize and empower the Board of County Commissioners (the "Board") of Palm Beach County, Florida (the "County"); to adopt this Resolution; and

WHEREAS, the Board has determined that it is in the best interest of the County to acquire real property or interests therein that preserve, protect or expand public access to and use of freshwater and saltwater bodies of water, to construct capital improvements that facilitate public access to and use of such bodies of water including, but not limited to, boat ramps, public parking and governmentally approved waterway dredging, and to acquire real property or interests therein that preserve working waterfront areas (the "Projects") in order to maintain and improve the quality of life of residents of and visitors to the County, to preserve the marine industry in the County, to maintain the present intensity of development of the working waterfront and to enhance tourism in the County; and

WHEREAS, the Board has determined that is in the best interest of the County to issue its General Obligations Bonds (the "Bonds") in the aggregate principal amount not to exceed fifty Million Dollars (\$50,000,000) in order to pay for the costs of such Projects, including all costs incidental thereto and to pay the costs of issuing bonds, as hereinafter provided; and

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WHEREAS, the Board desires to consummate one of the Projects by acquiring a Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. The Board hereby finds and determines that the recitals set forth herein are true and correct and adopts the same as its findings and determinations.

Section 2. The Board hereby finds that the purchase of the Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina in the form attached as Exhibit "A" to this Resolution (the "Easement"), will serve valid paramount public purposes by preserving the public's right of access to and use of certain amenities of the Boynton Beach CRA Marina located in Boynton Beach, Florida and the Board hereby authorizes the purchase of the Easement for Two Million Dollars (\$2,000,000), subject to obtaining title insurance in favor of Palm Beach County in the amount of the purchase price satisfactory to the County Attorney's Office.

Section 3. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

Section 4. All resolutions in conflict or inconsistent herewith are repealed to the extent of such conflict or inconsistency.

Section 5. This Resolution shall take effect immediately upon its adoption.

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DECEMBER 1919

The foregoing resolution was offered by Commissioner Aaronson who moved its adoption. The Motion was seconded by Commissioner Greene, and upon being put to a vote, the Motion passes as follows:


COMMISSIONER TONY MASILOTTI, CHAIRMAN	Aye
COMMISSIONER ADDIE L. GREENE, VICE CHAIRPERSON	Aye
COMMISSIONER KAREN T. MARCUS	Aye
COMMISSIONER JEFF KOONS	Aye
COMMISSIONER WARREN H. NEWELL	Aye
COMMISSIONER MARY MCCARTY	Aye
COMMISSIONER BURT AARONSON	Aye

The Chair thereupon declared the resolution duly passed and adopted this 12th day of September, 2006.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: Sharon Bock
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature]
Department Director

G:\D. DOUGLASS\CRA BOYNTON BEACH RESO.DOC

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EXHIBIT "A"
LEGAL DESCRIPTION

Parcels of land lying in Section 27, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, said land being and lying in the Plat of Casa Loma as recorded in Plat Book 11, Page 3 of the Public Records of Palm Beach County, Florida, said land being more particularly described as follows:

Parcel 1

That portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying North and West of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc., Job No. 05-2925 dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

Together With:

The submerged lands of that portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying South and East of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc. Job No. 05-2925, Dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

Less except therefrom a portion of Lots 10, 11 and 12 described as follows: Beginning at the Southwest corner of said Lot 12; thence North 89°57'20" East, along the South line of said Lots 10, 11 and 12, a distance of 115.13 feet; thence North 0°02'40" West, a distance of 69.44 feet to a point on a line 69.44 feet North of and parallel to the South line of said Lots 10, 11 and 12; thence South 89°57'20" West along said parallel line, a distance of 117.46 feet to a point on the West line of said Lot 12; thence South 1°58'03" East along said West line, a distance of 69.48 feet to the point of beginning.

Parcel 2

The South one-half (S.1/2) of a 55.00 foot abandoned Right-of-Way of Casa Loma Boulevard, lying North and adjacent to the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, as shown on the plat of Casa Loma, recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.

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EXHIBIT "B"

LEGAL DESCRIPTION

The East 16 feet of lot 4 and all of lots 1 through 3, as shown on the Plat of Casa Loma, Recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.

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01713

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Prepared by:
Howard J. Falcon, III
Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

Return To:
David Douglas
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

Property Control Number: 08-43-52-03-0000-0071

**WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

**FOR
BOYNTON BEACH CRA MARINA**

**THIS IS A WATERFRONT PRESERVATION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS FOR BOYNTON
BEACH CRA MARINA made _____, granted by the
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
("Grantor"), a public agency created pursuant to Chapter 163, Part III Florida
Statutes, with an address of 639 Ocean Avenue, Suite 103, Boynton Beach,
Florida 33435 in favor of PALM BEACH COUNTY, a political subdivision of the
State of Florida, with an address of Governmental Center, 301 N. Olive Avenue,
West Palm Beach, Florida 33401 ("County").**

WITNESSETH

**WHEREAS, the Board of County Commissioners of Palm Beach County,
Florida (the "Board") has determined that it is in the best interest of the County to
acquire real property or interests therein that preserve, protect or expand public
access to and use of freshwater and saltwater bodies of water, to construct capital
improvements that facilitate public access to and use of such bodies of water
including, but not limited to, boat ramps, public parking and governmentally
approved waterway dredging, and to acquire real property or interests therein that
preserve working waterfront areas (the "Projects") in order to maintain and
improve the quality of life of residents of and visitors to the County, to preserve
the marine industry in the County, to maintain the present intensity of
development of the working waterfront and to enhance tourism in the County; and**

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WHEREAS, the Board has determined that the Projects will serve valid paramount public purposes; and

WHEREAS, Grantor is the owner of the Property, as hereinafter defined, including the Submerged Land, if any, as hereinafter defined, and the buildings and other assets and improvements located thereon in Boynton Beach, Florida, known as Boynton Beach CRA Marina; and

WHEREAS, Grantor has agreed to grant an easement to County and impose certain easements, covenants and restrictions upon the Boynton Beach CRA Marina, as hereinafter set forth for the preservation of certain existing uses and amenities and public use of and access thereto; and

WHEREAS, Grantor has agreed to declare that the Property as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the easements, conditions, covenants, restrictions and reservations, hereinafter set forth.

NOW THEREFORE, for good and valuable consideration paid to Grantor by County, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, through, and across the Property, as hereinafter defined, and for parking incident to such uses as are established by Grantor and located upon the Property, as hereinafter defined, together with ingress and egress thereto, for use by the public subject to the terms of this Easement. Grantor further hereby declares that the Property, as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth.

ARTICLE I DEFINITIONS

1.1 "County" means Palm Beach County, Florida, a political subdivision of the State of Florida.

1.2 "Easement" shall mean and refer to this document entitled "Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina".

1.3 "Grantor" shall mean and refer to the Boynton Beach Community Redevelopment Agency, and its successors or assigns.

1.4 Marina shall mean the marina, Structure(s), docks, boat slips and parking located within the Property.

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1.5 "Property" means the real property described on Exhibit "A" attached hereto.

1.6 "Restaurant Parcel" shall mean the property which is legally described on Exhibit "B" attached hereto and incorporated herein by reference and upon which a restaurant known as The Two Georges Restaurant is currently being operated.

1.7 "Structures(s)" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof."

ARTICLE II **RESTRICTIONS APPLICABLE TO** **PROPERTY AND STRUCTURES**

There is an existing two-story Structure located on the Property. This Structure is used for the marina related uses including, without limitation, a marina office, public restrooms, dive shop and classroom. Use of such Structure, and the Property generally and all Structures located thereon hereafter, is hereby restricted to public marina related uses. No use other than public marina related uses shall be allowed on the Property.

ARTICLE III **PUBLIC ACCESS TO MARINA**

There is currently a Marina with docks and twenty-four (24) boat slips at the Property. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the Marina. Grantor reserves the right to establish all rules and terms or conditions of operation of the Marina, but when open during normal hours of operation, the Marina shall be open to the public and the public shall have access thereto. Grantor may restrict access to the Marina after normal business hours for security reasons. Nothing contained in this Easement shall prohibit Grantor from implementing reasonable security measures to monitor and regulate (but not prohibit or unreasonably restrict) public access to the Marina during normal business hours.

The Grantor presently has eight (8) boat slips available, in use as Charter/Commercial Charter boat operators, and shall continue to make available a minimum of eight (8) boat slips for the purpose of Charter/Commercial operations. Charter/Commercial boat slips that are not leased within ninety (90) days of the boating season, which for the purposes hereof shall be deemed to begin October 1st

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of each year, may be utilized for other public purposes by Grantor including leasing to private boat owners for the remainder of the boating season. Grantor shall exercise diligent effort at the beginning of each season to ensure it continues to make available the (8) Charter/Commercial boat slips presently occupied for continued charter commercial use. The Grantor shall make the remaining sixteen (16) boat slips available for lease to the general public, which may include boat slips leased on a transient or long term basis. In the event that more boat slips are added or constructed in the future, these additional boat slips shall also be available for lease to the general public.

The Grantor shall manage the leasing operation of the Marina and shall establish rental rates not more than market rent. However, in the event that the Grantor no longer desires to operate the Marina the Grantor must advise Palm Beach County prior to any changes in management control.

Grantor shall maintain and operate the Marina on a continuous basis subject to the right of the Grantor to temporarily close the Marina for the purpose of maintenance and/or replacement of the improvements, which constitute the Marina. Any such maintenance and/or repair shall be commenced promptly and be diligently completed.

ARTICLE IV PARKING

There are currently forty-two (42) parking spaces on the Property. Grantor shall maintain the existing number of parking spaces for the patrons of the Marina and other improvements on the Property and, provided the Restaurant Parcel remains in use as a public restaurant, for use by patrons of the Restaurant Parcel. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the parking at the Property. Such parking shall be available for public use at the Property in such locations and upon such terms, rates and conditions as may be established by Grantor from time to time. Parking for all uses on the Property shall be provided as required by the City of Boynton Beach, Florida.

It is understood and agreed that nothing contained in the easement granted herein shall be permitted or deemed to supersede, alter or interfere with the rights granted to DSS Properties L.C. by that certain Grant of Easement dated March 15, 2006, from the Boynton Beach Community Redevelopment Agency to DSS Properties, L.C., recorded in Official Records Book 20065, Pages 1142-1152 of the Official Records of Palm Beach County, Florida.

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ARTICLE V
FUTURE DEVELOPMENT

Grantor agrees that no development will occur on Property other than future construction or renovation in conformance with the restrictions set forth herein. Any such future construction or renovation shall not exceed three (3) stories in height. Grantor shall not permit any development on the Property to infringe upon or intrude into the airspace above the Property. No additional development of the Property shall occur, nor shall any further improvements or alterations be made to the Property which materially alter the current Marina, or which otherwise impairs, restricts, eliminates or impacts the existing marina uses upon the Property and the access of the public thereto.

ARTICLE VI
INSURANCE

Grantor shall maintain insurance against loss or damage to the improvements to which the public has access pursuant to this Easement including, without limitation, the Marina by fire and the risks covered by insurance of the type now known as "fire and extended coverage," and including windstorm, in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. Grantor shall also maintain flood insurance coverage on the Marina under the federal flood insurance program in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. All insurance proceeds derived from casualty claims shall be used by Grantor to repair or replace the damaged improvements. In the event of any casualty, Grantor shall, at Grantor's expense, regardless of whether such casualty is covered by insurance or, if so, whether the proceeds of such insurance are sufficient to pay the cost of such repairs, promptly commence to repair any damage to the Marina, and thereafter diligently pursue such repair to completion using materials of like kind and quality or better.

ARTICLE VII
ENFORCEMENT RIGHTS

In the event of a default, breach or violation of any term, condition, covenant or restriction contained in this Easement (a "Default"), County shall be entitled to seek to enjoin the Default and seek specific performance of the terms of this Easement and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise. Each right and remedy of County provided for in this Easement shall be cumulative and shall be in addition to every other right or remedy provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the

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exercise by County of any one or more of the rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by County of any or all other rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE VIII **PROPERTY TRANSFER RESTRICTION**

Grantor agrees not to sell, assign, convey or otherwise transfer the Property to a non governmental entity without the written consent of the County. Grantor acknowledges that said written consent may be conditioned on, among other things, receipt of an Opinion of Bond Counsel to the effect that the proposed transaction (i) will not result in a prohibited use of Bond proceeds under the Resolution and the November 2, 2004, referendum authorizing the issuance of the Bonds, and (ii) will not adversely affect the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes. For purposes of this paragraph, all capitalized terms shall have the meanings ascribed to such terms in that certain resolution adopted by the County on February 7, 2006, authorizing the issuance of its \$50,000,000 General Obligation Bonds (Waterfront Access Projects), as said resolution may from time to time be amended and supplemented.

ARTICLE IX **GENERAL AND PROCEDURAL PROVISIONS**

9.1 Declaration Runs with the Land. The covenant, reservations, restrictions and other provisions of this Easement shall run with the land and bind the Property and shall inure to the benefit of the County and shall burden Grantor, its legal representatives, heirs, successors and assigns in perpetuity.

9.2 Severability. If any term, covenant, condition, restriction or other provision of this Easement is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Easement all of which shall remain in full force and effect.

9.3 Number and Gender. Wherever in this Easement the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

9.4 Title Warranty. Grantor hereby fully warrants its title to the Property and represents that it is lawfully seized of Property in fee simple and has good right and authority to grant this Easement and that the property is free and clear of any mortgage, lien or other encumbrance which may impair the enforceability of this Easement and agrees to defend County against the claims of all persons whomsoever.

9.5 Non-Discrimination. Grantor agrees that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination at the facilities required to be operated by this Easement.

9.6 Recording. County shall have the right to record this Easement in the public records of Palm Beach County and to re-record this Easement as and when County deems necessary to ensure its continued enforceability. Any re-recording of this Easement shall automatically be deemed to relate back to the original recording date of this Easement and to have priority over instruments recorded subsequent to the original recording date of this Easement.

9.7 Recitals. The recitals contained herein are true and correct and incorporated herein by reference.

9.8 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

9.9.1 County:

Property & Real Estate Management Division
Director
3200 Belvedere Road
Building 1169
West Palm Beach, Florida 33406-1544

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04749

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401
Attention: Real Estate

9.9.2

Grantor:

Boynton Beach CRA
639 Ocean Avenue, Suite 103
Boynton Beach, FL 33435

With a copy to:

CRA Attorney
Kenneth G. Spillias
Lewis, Longman & Walter, P.A.
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, FL 33401

With a copy to:

City of Boynton Beach
915 South Federal Highway
Boynton Beach, FL 33435

With a copy to:

Boynton Beach Attorney's Office
915 South Federal Highway
Boynton Beach, FL 33435

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

9.9 Governing Law/Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a

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state court of competent jurisdiction in Palm Beach County, Florida.

9.10 Entire Understanding. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

9.11 Amendment. No amendment shall be effective unless the same is in writing and signed by Grantor, its successors and assigns and County. For purposes of amendment, Grantor's successors and assigns shall not include owners of residential condominiums constructed on the Property.

9.12 Time of Essence. Time is of the essence with respect to the performance of every provision of this Easement in which time of performance is a factor.

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ATTACHMENT NO. 2

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Executed and delivered this 8 day of AUGUST, 2006.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY, a
public agency created pursuant to
Chapter 163, Part III, F.S.

[Signature]
Signature of Witness

By: [Signature]
Signature

STORMET NOREM
Print Name of Witness

Henderson Tillman
Print Name

[Signature]
Signature of Witness

Its: CHAIRMAN
Print Title

Robert T. Reardon
Print Name of Witness

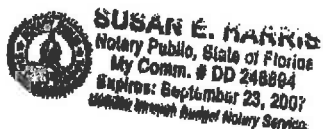
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing was sworn to and subscribed before me this 8th day of
August, 2006, by Henderson Tillman, the Boynton
Beach Community Redevelopment Agency, who personally appeared before me,
and he is [check one:] ☒ personally known to me OR produced the following as
identification: _____

[NOTARIAL SEAL]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 9/23/07



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Attachment II

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--

Boynton Beach Community Redevelopment Agency

04 June 2009

Boynton Harbor Marina

SITE ANALYSIS REPORT – ARCHITECTURAL ISSUES

I. Introduction:

On 9 March, 2009 the project team visited the Boynton Harbor Marina site to observe existing conditions and current recreational activities. Specifically, this report covers the architectural issues encountered relative to the Dive Shop building:

- Condition of the existing Dive Shop building
- Suitability of existing Dive Shop building for re-use
- Recommendations for adaptation of existing Dive Shop building site

Within the project area, the Dive Shop is bound by Casa Loma Boulevard on the north, Northeast 6th Street on the west, an access drive to the parking lot on the east and boat slips on the south. There are existing structures on site that have been evaluated for reuse or demolition in the Concept Plan developed by MSCW, Inc., however, certain buildings, existing park furnishings and other landscape elements will not be included in this portion of the report.

II. Condition of Existing Dive Shop Building:

The existing Dive Shop building was observed, inside and outside, where accessible, to determine the conditions and suitability for its present and anticipated use in the Concept Plan. Observations include the following:

- A. This two-story approximately 2,700 square foot building is scheduled to remain on site, and fronts on the existing marina with automobile parking on two sides. The ground floor contains retail space for a Dive Shop, dive shop equipment storage area and small office for the fishing drift boat operator. Building structure appears to be concrete block/stucco walls with a precast concrete floor and wood roof trusses.
- B. It appears the building was built sometime in the 1940's and 1950's. The structure is worn, dated and does not meet the wind load requirements of the Florida Building Code.



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Stephen Boruff, AIA Architects + Planners, Inc.

- C. Entrance to building fronts on the southwest corner of the structure fronting on Northeast 6th Street and is not ADA accessible. East end of building contains a roll-up garage door to access a storage area.
- D. Existing heating, ventilation and air conditioning (HVAC) systems are extremely antiquated and will require substantial modifications to comply with the most recent Florida Energy Code.
- E. Existing electrical systems are undersized to meet required loads of Dive Shop air compressor systems and consequently has required secondary temporary electrical system upgrades.
- F. Existing front door connects to the adjacent dive boat and drift boat operations.
- G. Building appears to be non-accessible for the handicapped. Building currently has restroom facilities, however, these restrooms are not accessible to the handicap and do not conform to the Florida Accessibility requirements. Currently, the CRA has offices on the second floor and intends to relocate its offices offsite. Access to the second floor is not addressed for the physically handicapped.
- H. Exterior storage areas and space allocated for ice machines is extremely unsightly and presents public safety and potential health issues.
- I. The prominent location at the northwest corner of the site gives this building an importance that is not indicative of the intended character of the harbor master plan. The architectural massing and modest detailing has a Spanish/Mediterranean appearance without tying it to any specific historical period. There is no historical or architectural significance to this building. Much could be done to improve the appearance; however, the building is publicly owned, so little should be budgeted for improvements, other than cosmetic work to tie in with the proposed marina architectural character.
- J. Explore possibility of providing new 1,000 to 1,200 square foot structure at this location on existing pile pattern. New design should incorporate "old Florida feel". This building will be redesigned to reflect the new architectural character of the marina area.



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■ Stephen Boruff, AIA Architects + Planners, Inc.

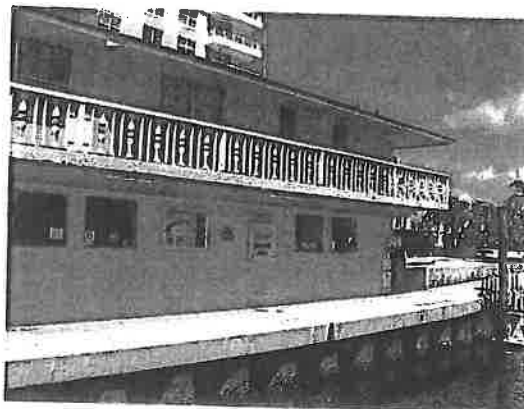
III. Suitability of Existing Dive Shop Building for Re-Use:

- A. Building has a low suitability for re-use. Poor visual appearance for residents of nearby Marina Village at Boynton Beach condominium.
- B. Existing activities and functions could be better integrated with proposed marina use and activities.
- C. Building has a mixture of architectural styles and construction and major cosmetic work is needed to tie building appearance into proposed overall architectural character.
- D. Architectural style is dated and not compatible with intended character for marina facilities in general.
- E. Office functions not needed for CRA, parks department support or operations.
- F. Blocks access and visibility into marina streets and parking areas from access road.
- G. Existing building footprint may be re-used for a new single story, accessible building addressing pedestrian activities, harbor needs and designed to tie in with new architectural character.



IV. Recommendations for Adaptation of Existing Dive Shop Building:

- A. Consider the following improvements to tie the existing architecture into the overall new architectural character for the marina:
 - i. Paint entire building exterior with new paint scheme to tie into marina character.
 - ii. Re-stucco entire building with horizontal lap siding on the lower level to reflect the architectural character of the marina area.
 - iii. Provide new fabric awnings/trellis sunscreens on metal frames at upper windows and over stairs.
 - iv. Replace existing precast concrete guardrails and handrails with ornamental railings of a design and color suitable for coordinating with others throughout the marina area.
 - v. Demolish existing "SeaMist" space and turn into an exterior covered porch.



ATTACHMENT NO. 2

■ Stephen Boruff, AIA Architects + Planners, Inc.

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- vi. Create a "screening" element at east end of building to conceal mechanical equipment and service areas.
- vii. Provide new decorative light fixtures on the exterior columns to match the light fixtures in the marina area.
- viii. Remove existing roof and provide new standing seam metal roof.
- ix. Replace all exterior windows with new impact resistant windows.
- x. Add an elevator to provide access for the physically handicapped to the second floor.
- xi. Add ADA accessible handicap toilet facilities to the first and second floor of the building.
- xii. Provide accessible entrances to all spaces on the ground floor.
- xiii. Add base planting and benches to enhance pedestrian contact and use.
- xiv. Add ground lights for illumination and visibility at night.

VI. Cost Considerations

Renovate Existing Dive Shop building:

Paint Exterior of Building	\$ 17,500
Re-Stucco Building	26,500
Awnings/Trellis Screens	12,000
Ornamental Handrails	11,000
Exterior Covered Porch on West Side	6,000
Visual Screen on East Side/Storage Gates	9,000
Roof Replacement	28,000
Replace all Windows	75,000
Hydraulic Elevator	25,000
ADA Accessible Toilets (4 total)	40,000
Fix Accessible Entrances	4,500
Landscaping and Site Furniture	7,500
HVAC Upgrades	9,500
Upgrade Electrical/Electrical Light Fixtures	27,000
Subtotal	\$ 298,500
Unforeseen Conditions (20%)	59,700
Total	\$ 358,200

New Retail Building:

1,200 square feet at \$200/s.f.	\$240,000
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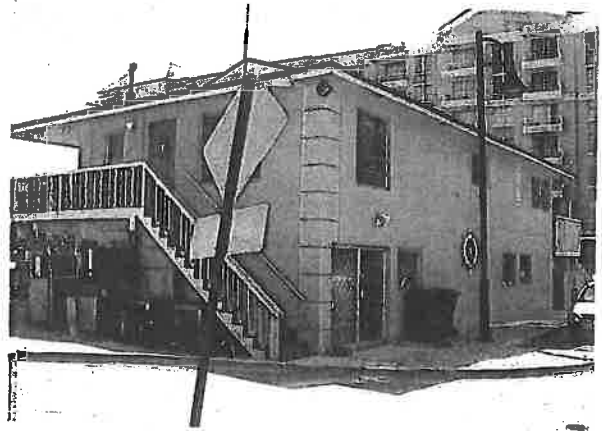
ATTACHMENT NO. 2

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■ Stephen Boruff, AIA Architects + Planners, Inc.

V. Summary:

It is our recommendation that the existing Dive Shop building be demolished and a new 1,200 square foot, single story structure be constructed on the site to provide a unifying architectural character to the marina area. Located adjacent to the dive boat and charter boat dock area, this structure would provide a covered exterior social area, 800 square feet of retail/public meeting space and accessible men's and women's toilet facilities. This new structure would be built in conformance with the Florida Building Code.



Stephen Boruff, AIA Architects + Planners recommend that the existing two story 1200 square foot Dive Shop be demolished and a new Dive Shop constructed on the site best located adjacent to the dive boat and charter boat dock area where the new facility would better relate to all the water based activities. Consisting of sheltered areas for social interaction and escape from inclement weather, 800 square feet of commercial/retail space to further emphasize the waterside nature of the wharf area, public meeting space to provide options to the community to take advantage the water front and restrooms to better accommodate the people that use the development the new facility would complement the overall design intent established by the site design.

The existing building is over sixty years old and because of its age has several inherent issues that will need to be addressed if it were to be reused. The two story building will need to be fitted with an elevator to meet the ADA requirements, the windows replaced to meet the hurricane code, the structure will need to be reviewed to insure the its integrity meets today's building code, the roof will need to be replaced, the architectural "presence" of the building will need to be updated to better represent the overall visual essence of the project, the building will have to be retro fitted to meet the fire safety regulations (sprinklers, alarms, etc.) and the interiors will need to remodeled to satisfy its use.

"Remaking" this building into facility that satisfies all the codes and regulations that govern today's construction and responds to the needs of the development comes at a cost. It is our professional opinion that this cost to refit the existing building to a level that will satisfy the needs of the community, meet the present codes and regulations and represent the design and program of the development will exceed the cost of constructing a new building designed specific to the goals and vision of the Boynton Beach Community Redevelopment Agency.

A new Dive shop is truly a win-win situation for the entire community providing a new facility that is constructed to the latest standards, an architecturally viable facility that reflects the rejuvenation of the harbor and for a cost that is less then renovation.

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■ Stephen Boruff, AIA Architects +
Planners, Inc.

The City of Boynton Beach



**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION**
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
TEL: 561-742-6260
FAX: 561-742-6259

www.boynton-beach.org

February 14, 2012

Ms. Vivian Brooks
Executive Director
Boynton Beach CRA
710 North Federal Highway
Boynton Beach, FL 33435

Ms. Brooks:

Re: Marina Dive Shop

As requested, I carried out further research into the potential historic significance of the Marina Dive Shop and found the following:

1. City records indicate the structure was built c.1969 as indicated by the Building Record Card which shows permit no. 1561 issued in 1969 for a "marina & apt.". This would make the structure approximately 43 years old.
2. The Palm Beach County Property Record Card indicates the structure as being built in 1971 which would make it approximately 41 years old.
3. The structure does not appear to be visible on an aerial photograph of the marina dated 1968.

Therefore, based on the above information, the structure is not 50 years old.

For a structure to be considered eligible for designation, normally it must be at least 50 years old and be significant in one of the following areas:

1. Association with events that have made a significant contribution to the broad patterns of the City's history;
2. Association with the lives of persons significant in the City's past;
3. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
4. Has yielded, or may be likely to yield, information important in prehistory or history.

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February 14, 2012

A property less than 50 years old may be eligible for designation if it is of exceptional importance; however, the subject does not exhibit exceptional importance in any of the above areas.

In my opinion, therefore, the subject property does not meet the criteria for historic designation. This opinion is shared by the Historic Resources Preservation Board who reviewed my findings at their meeting on February 13, 2012.

Attached are copies of the City Building Record Card (see bottom left corner for permit number), the Palm Beach County Property Record Card, and a copy of the 1968 aerial photograph.

Please let me know if you require any further information.

Sincerely,



Warren Adams, MRICS
Historic Preservation Planner

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Address: Boynton Fishing Center

(700 Casa Loma is small office on lot 12).

Legal: Casa Loma
Blk.

Sea Mist Marina

Use: Commercial

Zone: EA C3

Lt. 8,9,10,11,12 & W 34'65' of lot 7

Microfilm:

08-43-45-27-03-000-0071

Issue Date	Permit No.	Contractor	Architect	Owner	Valuation	Fee	Final Date	C.O. No.	Purpose
1/20/76	16234	Self		Sea Mist	1500.	6.	7/27/76		Alterations
3/13/76	16338	Am. Cypress Fence		Same	240.	3.	9/9/76		Post & Rail fence
1/11/80	80-0080	J. White Alum		Hall	2,989.	20.	3/7/80		curtain wall 3" Honeycom
10/16/74	12718			same			4/30/75		outside finish
1/17/80	80-2084	A & A Fences		same	3,000.	15.	12/19/80		6' c/l fence
1/29/76	16312	Hurricane Serv.		Sea Mist Marine			10/19/76		A/C. Unit 1
8/5/74	12280	self		same			9/24/74		Piling + Dock
1969	1561	Marina + apt							
	3396	2prk. area							
		to b.							

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ATTACHMENT NO. 3

LOCATION & OWNER INFORMATION

PARCEL ID

08-43-45-27-03-000-0071

NBHD

435100CM

PARCEL ADDR

700 CASA LOMA BLVD

LEGAL

CASA LOMA LT 7 (LESS E 15.35 FT), LTS 8 & 9, LTS 10 THRU 12 (LESS WLY 117.48 FT OF SLY 89.48 FT) & S 1/2 OF ABND CASA LOMA BLVD

TAX DISTRICT

08984

OWNER

BOYNTON BEACH CRA

ADDRESS

915 S FEDERAL HWY
BOYNTON BEACH FL 33435 5612

SALES INFORMATION

BOOK	PAGE	DC	QC	S	PRICE	DATE
20085	1139	WD	DO	V	4,775,000	15-MAR-06
DD GRANTEE GOVERNMENT BODY - MULTIPLE PARCELS						
11840	1198	DT	DM	I	525,000	08-JUN-00
DD #59-COMBINED W/ADJOINING RD RAW.						

PERMIT INFORMATION

PERMIT #	PERMIT DT	TYPE	WHY	STAT	TAXYR	AMOUNT
11-00000073	19-JAN-11	P	05	C	2012	2,500
2009-0692	19-OCT-09	I	03	C	2011	300,000
0800002480	07-JUL-08	I	05	T	2009	4,371
08-89100002888	16-OCT-91	F	04	C	1992	2,500

OBJ INFORMATION

CRD	L#	CODE	YRBLT	EFFYB	YRRMD	WDTH	LGTH	AREA	UNITS	GD	MOOCDE	RATE	PC	FC	DEP	FUNC	RSN	ECN	RSN	SOH	VALUE
1	1	PAV	2002	2002		0	0	11,827	1	C		1.49	A	A	85				100	15,009.00	
1	3	WWY	1971	2002				36	1	C		2.50	A	A	76				100	68.00	
1	4	WWY	2002	2002				240	1	C		2.50	A	A	76				100	455.00	
1	5	DOK	2010	2010				1,910	1	C		27.80	A	A	0				100	0.00	
																				OBJ VALUE	15,533.00

LAND INFORMATION

L#	LUSE	ZONE	AG	AGLND	TP	CDE	FF	DEPTH	SQ FT	ACRES	UNITS	RATE	SIZE	NBHD	INF	PCT	SOH	VALUE			
1	9000	CBD			S	SF	0	0	38,185	0.88	0	11.72	38,185	1		0	100	447,528.00			
NOTES:																					
2	2011	CBD			U	UT	0	0	0	0	11	30,000.00	11	1		0	100	330,000.00			
NOTES:																					
TOTAL ACRES										.8766										TOTAL LAND VALUE	777,528.00

PALM BEACH COUNTY
FLORIDA

PALM BEACH COUNTY

9000 PROPERTY USE / LEASEHOLD INT

LIVING UNITS: 0

TOTAL CARDS: 1

AG INFORMATION

LINE	CA	L#	CROP	LUC	ACRES	RATE	CODE	VALUE
TOTAL								

NOTES

(AUTOCAD) (2088SF DOCKS 11 BOAT SLIPS) (LUP-MX 81AC) (BANYAN HARBOR MARINA) (2ND FLOOR APT) (EYB TO 1980 - 06/08 - #90)
(CONT LOT 4.1) 8,954 SF UPLAND LAND AREA; 29,231 SF SUBMERGED LAND AREA, 1/1/2011 - 8,954 SF = \$50/SF THE DOK VALUE IN THE
OBJ SECTION IS VALUED WITH THE SLIPS ON LAND LINE #2. PETN2011-3194

TAX YEAR 2011

ENTER INFORMATION

TYPE	DATE	E	I	AP
IMP	20-OCT-11	31	P	27

LAND

18-MAR-11

4L

L

39

INCOME

30-JUN-10

5

IP

59

AG

TOTAL PARCEL

TYPE	VALUE
MASS	879,791
OVERRIDE	
INCOME	0
PRIOR YR VAL	1,895,092
BUILDING	86,730
OBJ's	15,533
LAND	777,528
MARKET	879,791
AG/NON AG LAND	
AG LAND & IMP	
LAND MKT VAL	0
TOTAL EBA	2,700
LB Ratio (value)	0.88
SOH%	
1 CAMA VALUE	

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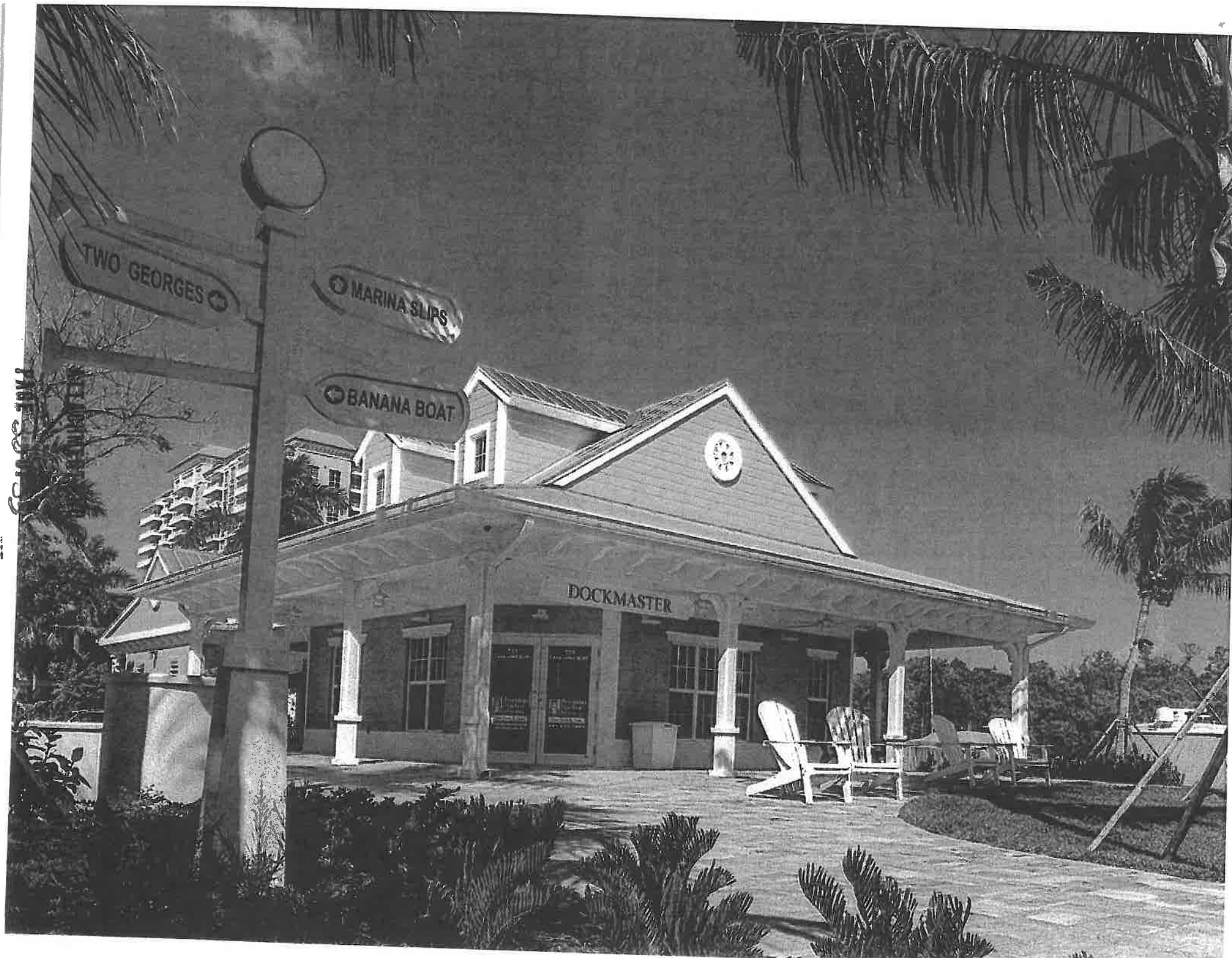
SUB-AREA INFORMATION				PALM BEACH COUNTY PROPERTY RECORD CARD		TAX YEAR 2011														
LINE	CODE	PCT	SIZE	08-43-45-27-03-000-0071		COMMERCIAL														
A	1	300	100	700 CASA LOMA BLVD		BUILDING INFORMATION														
B	2	500	100			1 / 1 BUILDING NO														
C	3	110	100			374 ID 1 RETAIL MULTI														
D	1	STO	120			C&D														
E	2	FOP	348			NBHD FACTOR														
F	3	FOP	672			LEVEL / UNIT TYPE														
G						STORIES														
H						1971 / 1980 YRBLT / EFFYR														
I						3 / GRADE / CDU														
J						50.01 / % GOOD / DEPR TB														
K						00 EW1														
L						04 EW2														
M						03 RS														
N						02 RC														
O						00 IW1														
P						00 IW2														
Q						03 FT1														
R						17 FT2														
TOTAL SQ FT 3840				VECTOR:		MKT_ADJ														
				300(A0CD48X26)500(A4L26D48CR17X12)110(A5R20CR26X48)		FUNC														
				FOP(A3R20CU4R30D64L30U12R26U48L26)FOP(A2CR4D60L13U12R9U48)STO(A1R4CL30X4)		ECON														
						SOH%														
						2,700 EFF BLOG AREA														
						SQ FT LIVING AREA														
						2,700 TOTAL EBA														
						173,440 RCN														
						88,730 RCNLD														
						88,730 ADJRCLD														
						1 TOTAL ID UNIT VALUE														
L#	COD	LENGTH	WIDTH	EL ST	ID UT	VALUE														
1	STO	120	X 1		1	980														
1	FOP	348	X 1		1	5,280														
1	FOP	672	X 1		1	10,200														
LN NO	SE NO	LEVEL FR TO	YR BLT YB	AREA SIZE	EXTER USE PERM TYPE NAME	WA HT	EXTERIOR WALL TYPE	CN TYP	INT FIN	INT PAR	INT HT	INT AC	INT PLB	INT LGT	PHY CND	FNC UT	FNC RSN	FNC %GD	ENC RSN	ENC %GD
1	A	01 01	1971 1980	1248	131 300 RETAIL STORE	10	22 STUCCO ON MASONRY	1	100	2	2	2	2	2	1	0				
2	B	01 01	1971 1980	204	41 500 OFFICES	10	22 STUCCO ON MASONRY	1	100	2	2	2	2	2	1	0				
3	C	02 02	1971 1980	1248	148 110 APARTMENT	10	22 STUCCO ON MASONRY	1	100	2	2	2	2	2	1	0				

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Attachment III

ATTACHMENT NO. 2

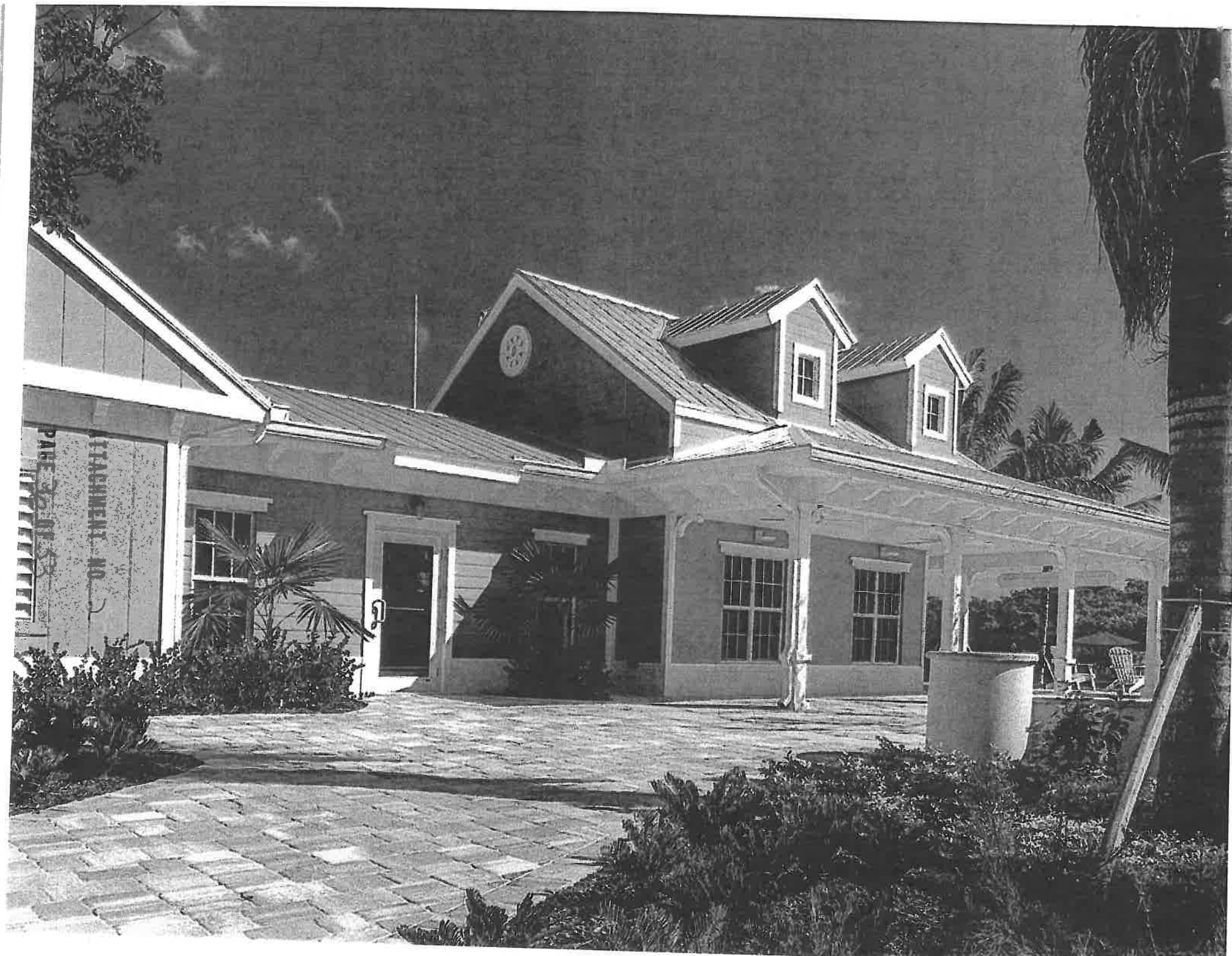
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Attachment IV

ATTACHMENT NO. 2'

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Boynton
Harbor
Marina

Fuel Dock & Slips

BOYNTON
BEACH CRA

CRA's Boynton Harbor Marina Master Redevelopment Plan & Projects

E. Boynton Beach Boulevard Extension

Promenade Intracoastal Walkway

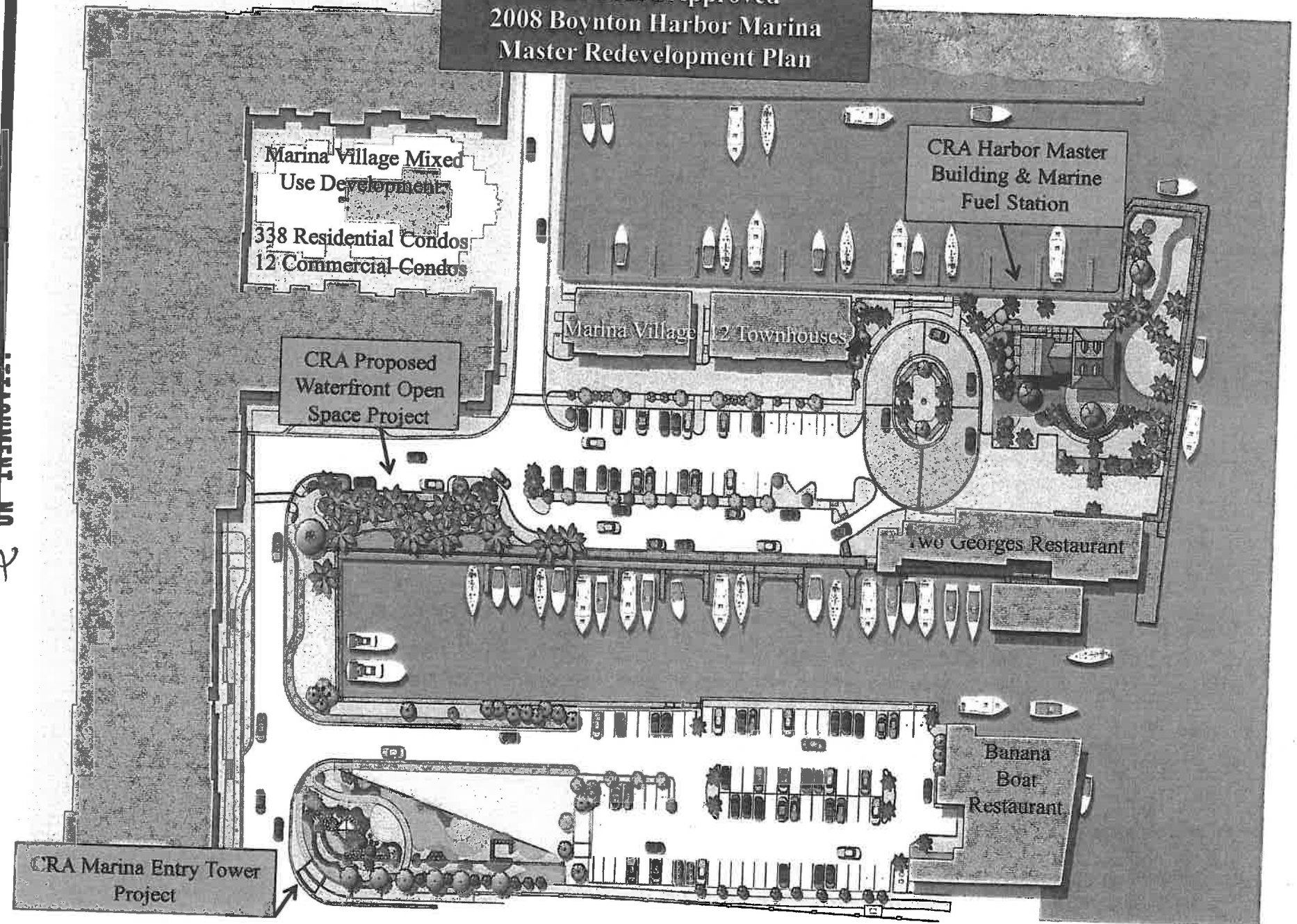
CRA Harbor Master
Bldg & Fuel Dock
Project Site

CRA's Marina Slips & PBC Waterfront Preservation Grant Easement

CRA's Marina Entry
Tower Project Site

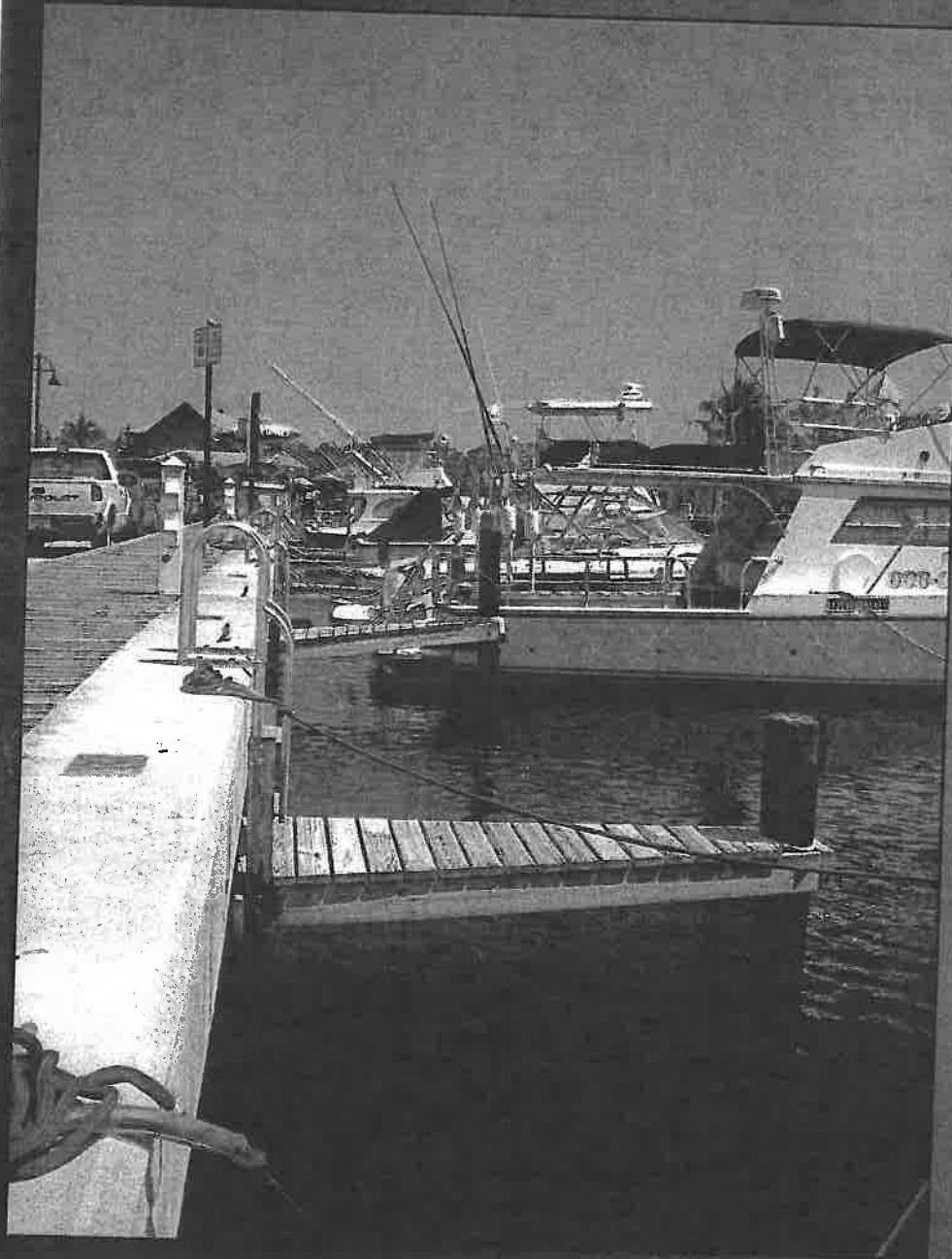
E. Ocean Avenue

CRA Board Approved
2008 Boynton Harbor Marina
Master Redevelopment Plan



CRA's Marina Slip Reconstruction Project - *Before*

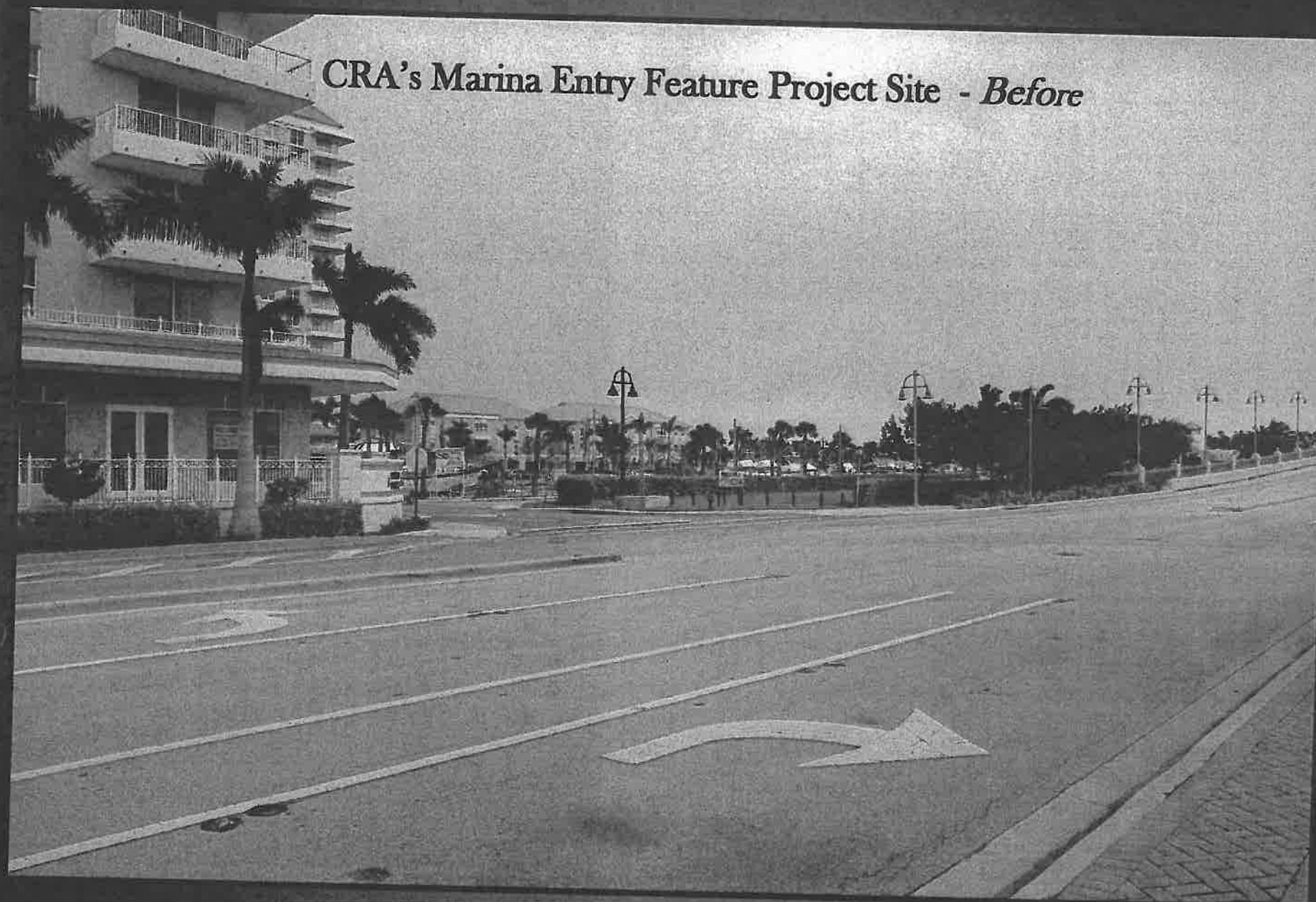
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CRA's Marina Slip Reconstruction Project - *After*
Cost: \$650,000



CRA's Marina Entry Feature Project Site - *Before*



CRA's Marina Entry Feature Project Site - *After*
Cost: \$338,000



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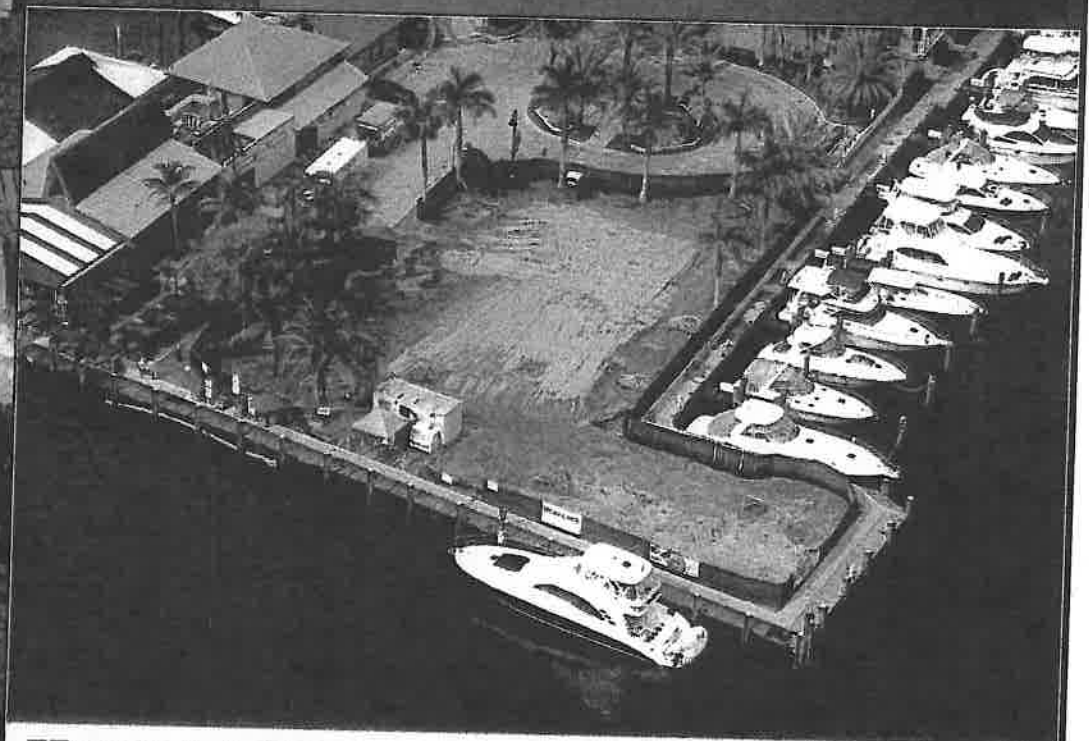
ATTACHMENT NO. 2

Public open
space created
as part of the
CRA's Marina
Entry Tower
Project





CRA's Boynton Harbor Marina ,
Harbor Master Building and Fuel
Dock Project Site - *Before*



COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

Boynton Beach Harbor Marina
Dockmasters Building

Print #140325116
Date: 03/25/14
Lat/Lon: 26.526150 -80.053929
Aerial Photography, Inc. 954-598-0484

CRA's Boynton Harbor Marina,
Harbor Master Building and Fuel
Dock Project Site - *After*
Cost: \$1,200,000



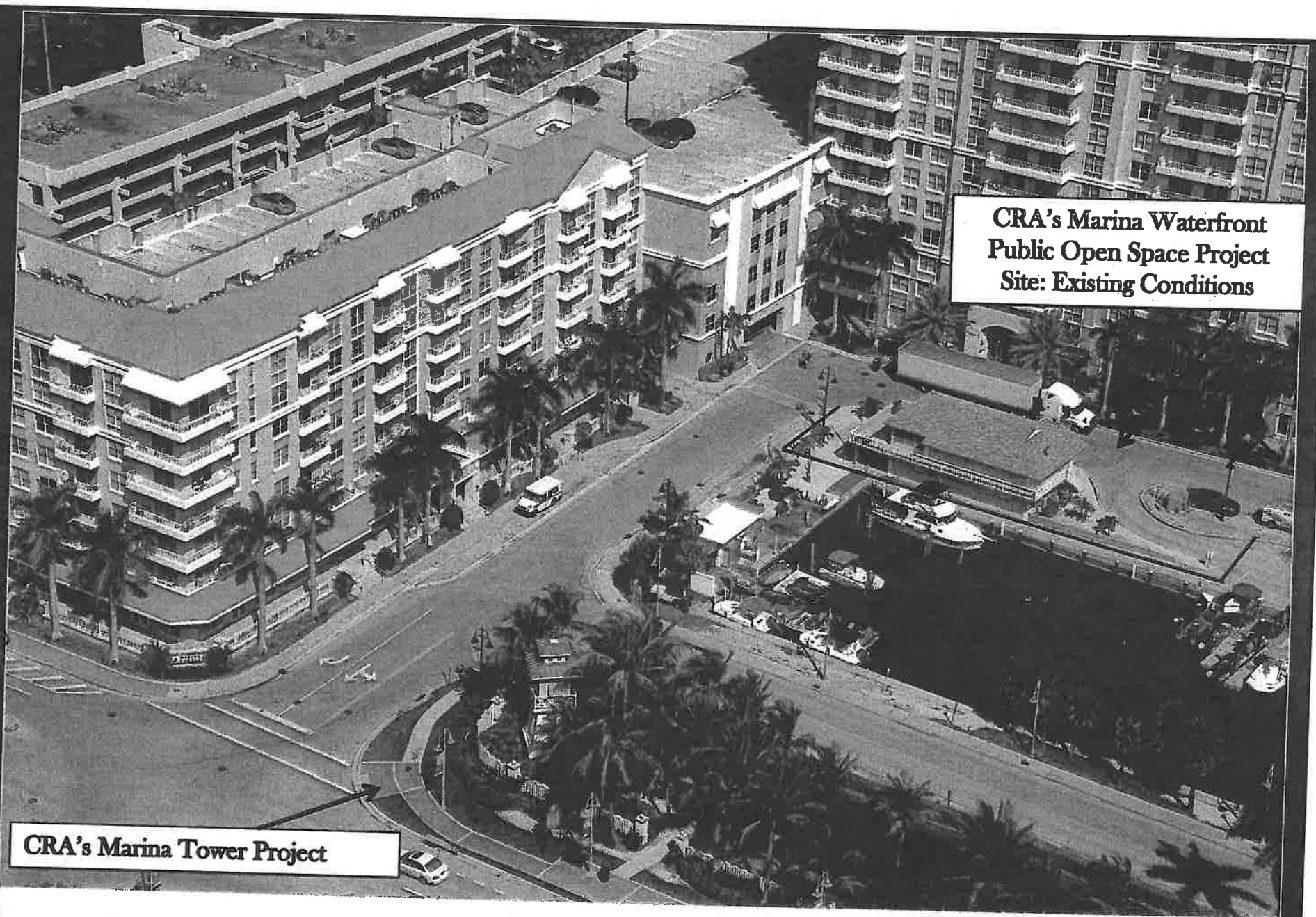


CRA's Harbor Master Building & Fuel Dock Project

CRA's Marina Waterfront
Public Open Space Project Site:
Existing Conditions

CRA's Marina Tower Project

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Boynton Harbor Marina

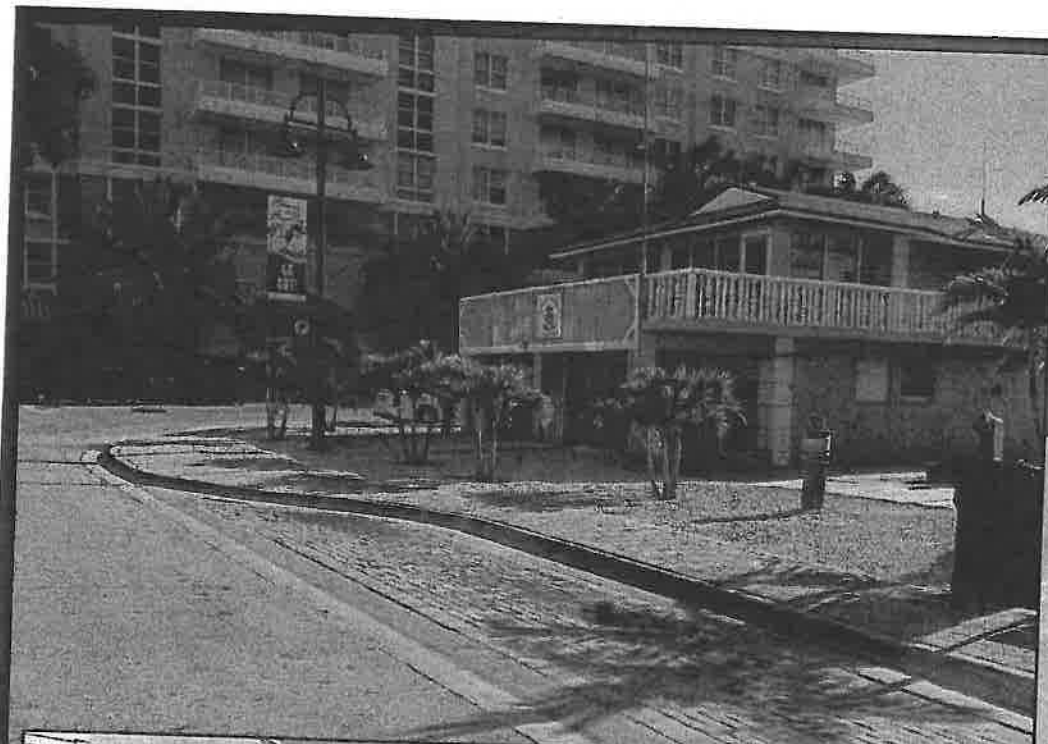
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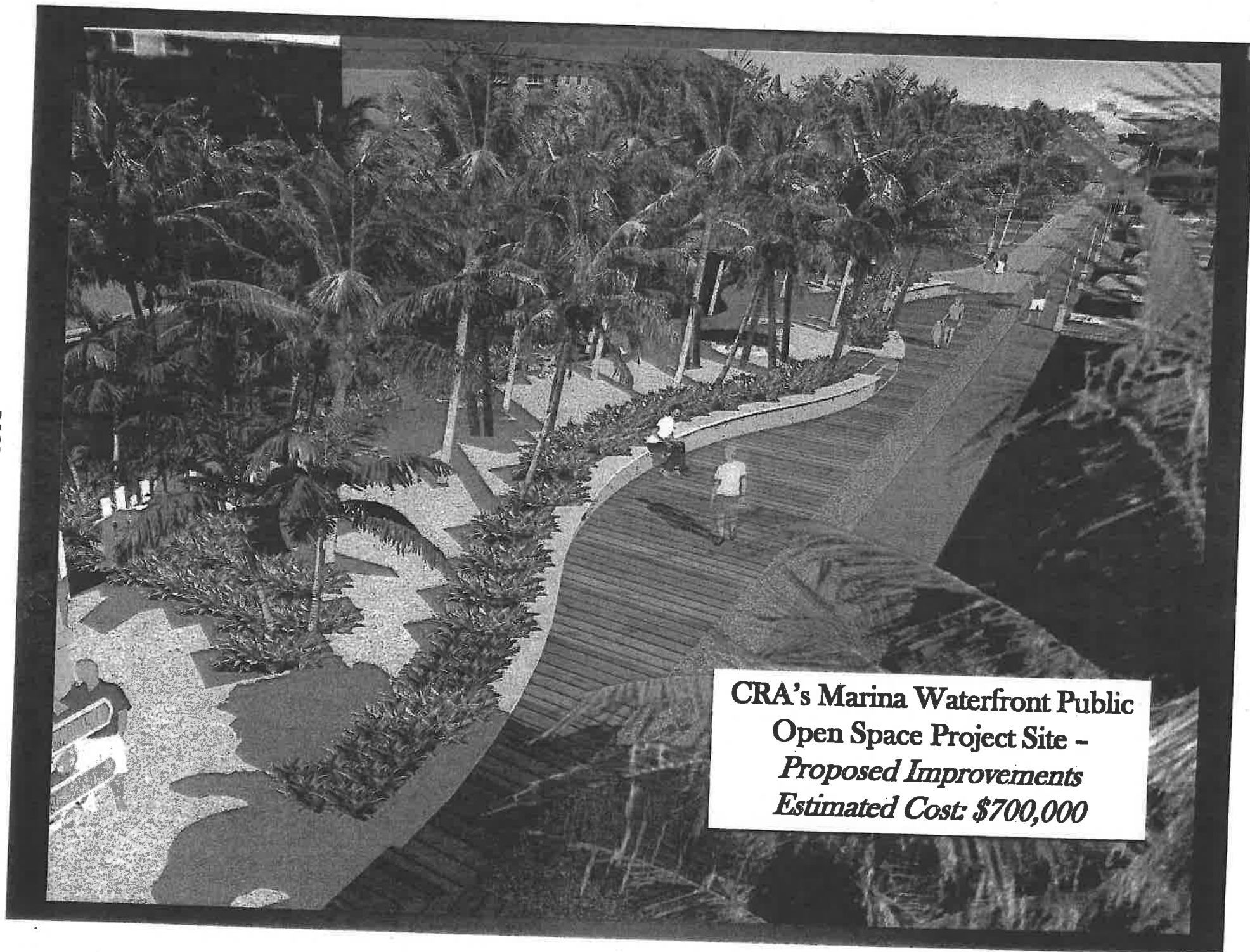
Order No. 58972

Aerial Photography, Inc. 954-568-0484



CRA's Marina Waterfront Public
Open Space Project Site -
Existing Conditions





**CRA's Marina Waterfront Public
Open Space Project Site -
Proposed Improvements
*Estimated Cost: \$700,000***



**CRA's Marina Waterfront Public
Open Space Project Site –
Proposed Improvements
*Estimated Cost: \$700,000***



Boynton Beach CRA's
Boynton Harbor Marina Master Redevelopment Plan

Boynton Beach CRA's Financial Investment Beginning January 2004

Boynton Beach Boulevard Extension and Promenade Intracoastal Walkway - Jan. 2004	\$	10,002,150
Marina Property Acquisitions: Marina - March 2006	\$	4,775,000
Marina Property Acquisitions: Marina - Jan. 2007	\$	3,570,000
Marina Master Plan & Design - April 2007	\$	600,000
Slip Reconstruction Project - May 2010	\$	650,000
Fuel Dock Reconstruction Project - April 2011	\$	59,000
Marina Entryway Feature - Jan. 2012	\$	338,000
Harbor Master & Public Restroom Building - Dec. 2014	\$	1,100,000
Marine Fueling and operations updates - Feb. 2015	\$	100,000
Marina open Space Project - April 2015	\$	700,000
	\$	21,894,150
<u>Grants</u>		
MPO Water Taxi Facilities Grant - May 2009	\$	20,343
PBC Waterfront Preservation Grant - Sept. 2006	\$	2,000,000
	\$	2,020,343
Total CRA Financial Investment in the Marina	\$	19,873,807

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3H-12
A/G 7-0
R-2006-1919

Meeting Date: September 12, 2006 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution providing for the purchase of a Waterfront Preservation Easement and Declaration of Restrictive Covenants for the Boynton Beach CRA Marina.

Summary: The Boynton Beach CRA, as part of their Waterfront Preservation Program, purchased the Two Georges Marina (a/k/a Boynton Marina) in March of 2006 for \$4,775,000 in an effort to avoid loss of the existing restaurant and marina to residential development. The Marina consists of a total of 1.45 acres of upland and submerged land containing a two-story marina office, restrooms, dive shop, classroom, 24 boat slips and 42 parking spaces. The CRA requested \$2 million in funding assistance for this project which was allocated by the Board in November 2005. This Easement requires that the Marina property and all improvements be used for public marina purposes, subject to the rights of Two Georges Restaurant to use 19 parking spaces for their valet operations. The public will have the right of access to the Marina and all improvements. The CRA must make available 8 boat slips for Charter/Commercial Boat operators, and the remaining 16 slips for lease to the general public at no more than market rate. The Marina property may not be transferred to a non-governmental entity without the consent of the County. Upon approval of this Resolution and Staff obtaining a title policy evidencing satisfactory title, the County and property owner will simply exchange the Easement for payment of \$2 million. (PREM) District 7 (HJF)

Background and Justification: In November of 2004, the voters approved a \$50 million bond issue to preserve, protect and expand public access to and use of freshwater and saltwater bodies of water and to preserve working waterfronts. On March 1, 2005, the Board directed that \$35 million of the bond issue be allocated to Marinas, Boatyards and Redevelopment Projects. On November 22, 2005, the Board reviewed the potential projects identified by Staff and allocated \$2 million to this project. The Boynton Beach CRA intends to use the money received from this transaction to help fund other acquisitions in the Boynton Marina redevelopment area.

The Boynton Beach CRA obtained appraisals of the Marina at the time of its acquisition, which valued the property at \$4,775,000. No additional appraisals were obtained as this is merely a funding arrangement with the CRA and the County is funding less than half of the CRA's purchase price.

CONTINUED ON PAGE 3

Attachments:

1. Location Map
2. Resolution
3. Budget Availability Statement

Recommended By: Anthony Wolf 8/28/06
Department Director Date
Approved By: [Signature] 9/11/06
County Administrator Date

ATTACHMENT NO. 3

04736

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs		2,007,575			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		2,007,575			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes_____ No_____

Budget Account No: Fund 3038 Dept 581 Unit P608 Object 8101 2M
0001 410 4240 3401 (title insur only)

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

Funding for this project will be provided as follows: \$2 million from the \$50 million Waterfront Preservation Bond Issue.




Cost for title insurance estimated at 7,575.

Included in FY 2007 Proposed Budget.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments: Transaction will not be processed until after October 1, 2006.


 7-8-06
 OFMB 
 8/21/06 

Contract Development and Control

B. Legal Sufficiency:

[Signature] 9/11/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification continued:

The Two Georges Restaurant and Marina has operated in this location for over 20 years. The Marina is home to a drift fishing boat, several dive boats and charter boats. With the adjacent Banana Boat Restaurant, this a thriving waterfront destination. Over the years, the City of Boynton Beach has made numerous attempts at redeveloping its waterfront/marina area, with limited success. Recently, the City/CRA has made significant progress in adopting a Master Plan, acquiring land and facilitating redevelopment consistent with that plan. WCI is completing a large condominium project surrounding Two Georges Restaurant and the Marina. As part of the Marina acquisition, the CRA granted Two Georges an easement to use 19 of the Marina parking spaces for restaurant valet operations. This shared parking arrangement works well. In addition, the CRA obtained 75 additional public parking spaces in a garage constructed by WCI. This additional public parking is a key element of the CRA's program to increase public access to and utilization of the water front area. The acquisition of the Marina and working out the shared parking arrangement with Two Georges prevented WCI from acquiring the Restaurant and Marina property. This was a strategic move which should ensure that the waterfront area and Restaurants in particular remain in existence.

The CRA is negotiating to acquire 2 additional parcels adjacent to the Restaurant/Marina. One parcel is used as a fuel dock providing an important amenity to the boating public. The offering price is roughly \$500,000 and the CRA has requested funding assistance for this acquisition. While preservation of the fuel dock would benefit the boating public, Staff has informed the CRA that all bond funding is currently committed to other projects.