



City Commission Regular Meeting Agenda

Thursday, October 9, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Deletions and changes to the agenda**
4. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
5. **Consent Agenda**
 - a. Approve the Minutes of the Regular and Special Meetings of September 25, 2025.
6. **General Business**
 - a. Consider Agreements for the Purchase/Lease of Golf Course Properties.
 - b. Resolution 2025-79. A Resolution by the City Commission of the City of Flagler Beach, Florida, to approve a change order submitted by Vecellio & Grogan, inc. for delays incurred during the Pier Removal and Replacement Project in an amount not to exceed \$38,933.48; providing for conflict and an effective date.
 - c. Consider a waiver to Section 6-73 of the Code of Ordinance to allow a special event that is longer than one (1) day.
 - d. Resolution 2025-84. A Resolution by the City Commission of the City of Flagler Beach, Florida, to approve a Change Order submitted by Atlantic Pipe Solutions for emergency repairs to Pump Station 11 Slip Lining Project in an amount not to exceed \$15,306.01; providing for conflict and an effective date.
 - e. First Amendment to The Interlocal Agreement For Public School Facility Planning.
7. **Public Hearings**
 - a. Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

PAN25-0001 Ordinance 2025-21 (Veranda Bay). An Ordinance of the City Commission of the City of

Flagler Beach, Florida, to annex property to be included within city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property; providing for annexation in accordance with the voluntary annexation provisions of section 171.044, Florida statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on a valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date.

- b. Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

PAN25-0002 ORDINANCE 2025-22 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property within city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property to be included within the city limits of Flagler Beach; providing for annexation in accordance with the voluntary annexation provisions of section 171.044, Florida statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on a valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date.

- c. Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading).

PFLUMA25-0001 Ordinance 2025-23 (Veranda Bay): An ordinance of the City Commission of the City of Flagler Beach, Florida amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property with accompanying text policy amendment to voluntarily limit development to a maximum of 377 residential units, a maximum of 16,200 square feet of non-residential uses, a maximum of 150 marina berths providing for severability; providing for conflicts; and providing for an effective date.

- d. Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading).

PRZ 25-0001 Ordinance 2025-24 (Veranda Bay MPDA). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official zoning map designation for approximately 234 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.

- e. Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

PFLUMA25-0002 ORDINANCE 2025-25 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for

approximately 544.97 acres of certain real property; with accompanying text policy amendment to voluntarily limit development to a maximum 1,640 residential units, a maximum of 640,000 square feet of non-residential uses and a maximum of 250 hotel rooms, providing for severability; providing for conflicts; and providing for an effective date.

- f. Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

PRZ25-0002 ORDINANCE 2025-26 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.

- g. Ordinance 2025-16. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Article VI of the Land Development Regulations related to Subdivisions and Platting in order to conform to Florida State Law Amendments requiring Administrative approval of plats: providing for conflicts and severability; and providing an effective date. (Final Reading)

8. Staff Reports

- a. City Attorney
- b. City Manager

9. Commission Comments

- a. Commission comments, including reports from meetings attended
- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

10. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.



City Commission Regular Special Meeting Minutes

Thursday, September 25, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



Present: Mayor Patti King, Chairman James P. Sherman, Vice-Chairman Rick Belhumeur, Commissioners John Cunningham and Scott Spradley, City Manager Dale L. Martin, Attorney Ryan Knight and City Clerk Penny Overstreet.

Absent: Commissioner Cooley and Attorney Smith

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Belhumeur led the Pledge.
3. **General Business**
 - a. Resolution 2025-75. A Resolution by the City Commission of the City of Flagler Beach, Florida, levying the Ad Valorem Property Tax Millage Rate for the municipal purposes on all taxable property within the City for the fiscal year beginning October 1, 2025, and ending September 30, 2026, stating the Millage to be levied is 5.4500 in Flagler County and 5.4500 is the rate to be levied for Volusia County; and providing an effective date – final reading.

Attorney Ryan Knight read the title of Resolution 2025-75 into the record. City Manager, Dale Martin said this was the same as the Commission set for the tentative millage rate and was the same as last year

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

Commissioner Spradley moved to approve Resolution 2025-75 setting the millage rate at 5.4500. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.
 - b. Resolution 2025- 76. A Resolution by the City Commission of the City of Flagler Beach, Florida, adopting Budgets for the General Fund, Utility Fund, Sanitation Fund, Stormwater Fund, CRA Fund, Pier Enterprise Fund, and Building Code Inspection Fund for the Fiscal Year 2025-26 fixing appropriations therein; proposing expenditures thereunder; and determining the amount of money to be raised by taxation and providing and effective date hereof – final reading.

Attorney Knight read the title of Resolution 2025-75 into the record. Mr. Martin said this was the latest version of the budget which included recommended changes following the two budget workshops and a public hearing.

Commissioner Belhumeur expressed his concerns about the Utility Engineer position. He said he would vote no unless the Utility Engineer came out of the budget. Mr. Martin said this was the Commission's budget and they could take the position out. Commissioner Spradley said citizens were asking when stormwater and other infrastructure projects would get off ground. He noted there was a lot of work to be done and said he would like to see the budget approved as it was presented. Commissioner Cunningham said he felt the same as Commissioner Belhumeur and there were plenty of third-party engineers that

could be used. He stated boots on the ground were needed so he would say no. Mayor King said she agreed with Commissioner Spradley that work needed to get done around the City and we should staff at the level to get that work done. Mr. Martin suggested the Commission remove the position and evaluate the need as the year went on. He indicated a budget amendment could be done later if needed.

Commissioner Belhumeur said the Commission should go with the City Manager's suggestion. Mr. Martin reiterated that only if there were a demonstrated need would a request for an Engineer come before the Commission. Commissioner Cunningham said he would want to see any proposal ahead of time before voting on it. Commissioner Spradley confirmed the Utility Engineer position would be pulled out of the budget. Chairman Sherman said he would agree to the proposal and asked that based on Commissioner Cunningham's comments if there should be additional boots on the ground considered and hire a consultant if needed. Mr. Martin said there were two staff added to the original budget based on the Commission's recommendations. He stated the costs for the Utility Engineer would stay in the Utility Fund. Chairman Sherman said to be clear the Utility Engineer would come out of the budget and if there was a demonstrated need in the future the City Manager would bring that back to the Commission for consideration. Commissioner Cunningham asked about the City Manager's Performance Evaluation that was supposed to have happened in August. Mr. Martin said it would be scheduled for a future meeting when all five Commissioners were available. Chairperson Sherman asked the City Clerk to ensure next year, when budget preparations were being done, the City Manager's review was scheduled for August 2026.

Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve Resolution 2025-76 as amended. Commissioner Spradley seconded the motion. The motion passed 3-1, with Commissioner Cunningham voting no, after a roll call vote

4. **Adjournment.** Chairman Sherman requested a motion to adjourn the meeting. Commissioner Cooley moved to adjourn the meeting at 5:43 p.m.

James Sherman, Chairman

Attest:

Colleen Kuhn, Deputy City Clerk



City Commission Regular Meeting Minutes

Thursday, September 25, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



Present: Mayor Patti King, Chairman James P. Sherman, Vice-Chairman Rick Belhumeur, Commissioners John Cunningham and Scott Spradley, City Manager Dale L. Martin, Attorney Ryan Knight, and City Clerk Penny Overstreet.

Absent: Commissioner Cooley and Attorney Smith

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:43pm.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Belhumeur led the Pledge.
3. **Proclamations and Awards**
 - a. Presentation of proceeds from the Flagler Strong fundraiser benefiting the Flagler Beach Police Department (Ms. Tracy Callahan-Hennessey).

Chairman Sherman introduced Tracy Callahan-Hennessey from Flagler Strong who shared that a fundraising event was held by Flagler Strong during the summer to benefit the Flagler Beach Police Department. She presented Chief Doughney with a check for \$33,000. Chief Doughney expressed his appreciation of Flagler Strong and the work of the Flagler Beach Police Foundation in raising the money to support the Police Department.

4. **Deletions and changes to the agenda**

City Manager Dale Martin recommended postponing Item 7c, Personnel Policy Amendments, until the full Commission was present. The Commission reached consensus to move Item 7c to the November meeting. Chairman Sherman confirmed that Ordinance 2025-13, Item 8a, would not be discussed during the meeting.

5. **Public comments regarding items not on the agenda**

Todd Frenier, Pastor, Salty Church, thanked the City for its partnership and noted they would be moving to the Coastal Church location. He requested use of the Wickline and Senior Center spaces for another week or so and said they would pay rental fees. Tony Stewart spoke about the golf course and urged the Commission to reconsider selling the property. Rosanne Stocker shared concerns about the crosswalk and lights that FDOT installed at 8th Street South stating the blinking red lights are on 24/7. Ryan Jones spoke about the golf course and said he believed the City should hold onto it. Chairman Sherman closed public comment.

Mr. Martin clarified that Salty Church needed one more Sunday in Wickline and a couple of weeks at the Senior Center. Ms. Overstreet shared that each room could be rented at the nonprofit rate of \$15.00 per hour. Commissioner Belhumeur asked about the plan for the Wickline Center. Mr. Martin explained that Code Enforcement and other staff who currently occupy the smaller room would move into the larger space. He said there would be a service counter for public to have access to planning and engineering staff and shared that the smaller room would become a conference room. Commissioner Belhumeur asked to see the plans when they were ready. Mr. Martin said the proposed purchase agreement for the golf course would be on the October 9th agenda. After some discussion about whether an RFP had been sent out for the golf course, Mr. Martin said he understood from City Attorney Smith there was no RFP required. He indicated he would have a discussion with Attorney Smith about options for the Commission to consider. Mr. Martin said he would reach out to FDOT regarding the lights on 8th Street South. Deputy Chief Blanchett shared that Chief Doughney was already talking with FDOT about the lighting, and they were working on the issue.

6. Consent Agenda

- a. Approve the Special and Regular Meeting Minutes of September 11, 2025.
- b. Approve the City Comprehensive Insurance Renewal for FY 2025/2026.

Commissioner Belhumeur made a motion to approve the Consent Agenda. Commissioner Spradley seconded the motion. Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment. The motion carried unanimously.

7. General Business

- a. Discussion 30% Design of the Beachwalk Project - Gabe Perdomo, Moffatt & Nichol presented on the 30% Design.

Mr. Martin introduced the Project Manager, Gabe Perdomo, P.E., Moffatt & Nichol to discuss the 30% design. He noted this item was directly related to the Special Events Ordinance coming up later in the Agenda which was required by the conditions of the TDC grant application.

Mr. Perdomo shared the graphics he presented to the Commission in July. He mentioned that there were comments and questions about whether the foundation of the building had reached its useful life, cost savings on the façade, the roof treatment and what the commercial space could be used for. He said he realized costs were important to decision making and reviewed last year's cost estimates and said increases were within the contingency. He was concerned that at the last meeting there was discussion that costs had doubled and would potentially triple. He said no new renderings were produced because they were unsure of the Commission's direction.

Commissioner Belhumeur discussed his concerns being how long the pilings had been in place, project costs, how to save money, the size of the building, and his personal observations about the wood pilings and decking. He questioned where the lifeguard station was proposed to be located. Commissioner Spradley said he shared Commissioner Belhumeur's concerns about costs and not replacing the pilings if unnecessary. He said he was in favor of the design improvements and suggested costs could be controlled through the bid process. Mayor King agreed with cost cutting. She asked about the useful life of the pilings and shared that she loved the design.

Mr. Perdomo said the useful life was about 30 years and the pilings were at 25 years. Commissioner Cunningham asked if a structural engineer had completed an inspection. Mr. Perdomo said a visual inspection had been done and the information he was sharing was based on those findings. Chairman Sherman said he agreed that costs were important, but we needed to consider the long term and structural soundness. He asked the consultant if there was anything else that could be done to help make the decision. Discussion continued among the Commissioners and consultants regarding the pilings, foundation, building style, roof, facade, and need for an additional stairway. Mr. Martin said Commissioner Cooley had shared concerns about the slopped roof status and transition from the building to the promenade.

Discussion ensued regarding the pilings.

Chairman Sherman opened public comment. Ryan Jones asked the Commission not to be cheap on pilings which are the most important part of a beach structure. He shared his concerns about building a structure and asked if it needed to be permitted. Paul Mykytka said he was a Civil Engineer, and a life cycle analysis was typical and believed it could be done. He shared his concerns that the City had not put the project out to Request for Proposal (RFP) to receive different options. He said the Planning and Architectural Review (PAR) Board could review the architectural elements. Chairman Sherman closed public comment.

Mr. Martin said the grant was tied to A-Frame facilities and the promenade. Mr. Perdomo said they had had pre-application meetings with Florida Department of Environmental Protection (FDEP), they did not express concerns with the location of the promenade and were working through where the erosion projection line was, relative to the building. There was further discussion regarding the pilings and whether money and time should be spent on an analysis of the existing pilings life cycle.

Mr. Martin asked the Commission to decide on pilings, the roof line, and the deck material. The Commission reached consensus on the following: allow concrete pilings, utilize block construction, remove one row of blocks to lower the roof elevation, remove the southern stairs, retain the breezeway and elevation of the promenade to be level with the existing sidewalk.

Commissioner Belhumeur made a motion to approve the 30% design as amended. Commissioner Spradley seconded the motion. The motion carried unanimously, after roll call vote.

Chairman Sherman recessed the meeting at 7:15 p.m. Chairman Sherman reconvened the meeting at 7:33 pm.

- b. Resolution 2025-74. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete LLC, for the Street Paving projects throughout the City; approving a project budget in the amount of \$142,865.00; providing for funding, implementation, conflict, and an effective date.

Attorney Knight read the title for Resolution 2025-74 into the record. Mr. Martin said the Commission had a list of streets to be paved including Palm Avenue, South 26th Street, North Flagler, and a portion of South Central.

Commissioner Belhumeur expressed concerns about the condition of the pavement on South of 22nd and asked why the paving was not going to 28th. Bill Freeman, City Engineer, explained that the road assessment using Road Botics did not indicate that 23rd to 28th streets were in bad shape. He said FDOT agreed to pave from S. 6th street to S. 21st. Mr. Freeman said if there was funding available this year or in the coming fiscal year this area could be added. Mr. Martin agreed that section of road was bumpy and suggested getting a bid to include the area of concern. Mr. Martin stated another proposal would be requested and brought before the Commission. Mr. Freeman said the paving on Lambert was shifted to next fiscal year. Mr. Martin said he would send the spreadsheet of the pavement ratings to the Commissioners. There was discussion regarding the roads being milled before paving. Mr. Freeman said he would request the milling from the contractor. Commissioner Cunningham suggested the street at 2257 S Central should be dug up to find out why it keeps failing. Mr. Freeman said he would check into it.

Chairman Sherman opened public comment. Paul Mykytka said that the area of North Flagler between Moody and 2nd may be owned by FDOT and confirmed that Moody Lane still showed as part of FDOT inventory. Chairman Sherman closed public comment. Chairman Sherman asked the City Manager to address that information with FDOT. Commissioner Belhumeur asked if the paving was time sensitive and he questioned in which budget year Lambert will be paid.

Commissioner Spradley made a motion to approve Resolution 2025-74. Commissioner Cunningham seconded the motion. The motion carried 3-1, with Commissioner Belhumeur voting no.

- c. Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date. This Item was removed from Agenda and will be brought back

8. Public Hearings

- a. Ordinance 2025-13. An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to the safe interaction of people fishing, people swimming, and people walking on the beach;

providing for designation of areas of the beach within which surfcasting or other forms of fishing from the shoreline are prohibited; providing for severability; and providing an effective date. ***This item was advertised but will not be discussed per direction to Staff at the September 11, 2025, meeting.***

Mr. Martin said he had been in conversation with the Sports Fishing President who had been on vacation and said they will get together when he gets back. He noted the intention was to have something in place by spring break.

- b. Ordinance 2025-14. An Ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Beaches and Recreation, Section 6-41, "Use Charges," Chapter 5, Animals, deleting Section 5-6 "Requirements for Registering/Licensing of Animals", amending Section 5-19, "Fees", amending Chapter 3, Alcoholic Beverages, Section 3-19 "Permit for Nonprofit Organization; Application; Approval," amending Chapter 16, Sales, Article II, Canvassers and Solicitors, Section 16-18, "Application; Fee," Section 16-19, "Investigation of Issuance," deleting Section 16-20, "Surety Bond," amending Section 16-24, "Inapplicability of Sections 16-18 through 16-20 to Designated Persons," amending Chapter 19 Traffic and Motor Vehicles, Section 19-55 "Enforcement" and amending Chapter 22, Watercraft and Waterways; Article II, Bulkheads; Division 3, Intracoastal Waterway, Section 22-52 "Building Permit, Fee," of the Code of Ordinances; amending sections of the code that are no longer applicable; providing for conflicts; providing for severability; and providing for an effective date (Second [Final] Reading).

Attorney Knight read the title for Ordinance 2025-14 into the record. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve Ordinance 2025-14. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

- c. Ordinance 2025-15. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City Charter Sections 7.05(b) Runoff and 7.02(a) Qualifying; modifying the runoff election date and qualifying period for the 2026 General Municipal Election and in each subsequent year except for those years that are multiples of four (4) to a period that is in harmony with the Statutory Vote-By-Mail requirements imposed on the Supervisor of Elections; providing for severability; providing for conflicts; providing for codification; and providing an effective date (Second [Final] Reading).

Attorney Knight read the title for Ordinance 2025-15 into the record. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Cunningham made a motion to approve Ordinance 2025-15. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

- d. Resolution 2025-80. A Resolution by the City Commission of the City of Flagler Beach, Florida, designating the dates of the Qualifying Period for the 2026 Municipal Election; providing for conflict and an effective date (Second [Final] Reading).

Attorney Knight read the title of Resolution 2025-80 into the record. Ms. Overstreet said the Resolution was connected to Ordinance 2025-15 and one would be presented annually to set the qualifying schedule. Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Ordinance 2025-80. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

- e. Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date (First Reading).

Attorney Knight read the title of Ordinance 2025-19 into the record. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Ordinance 2025-19. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

- f. Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. (First Reading)

Attorney Knight read Ordinance 2025-20 into the record. Mr. Martin said the Ordinance allowed the City to designate areas of City buildings as non-authorized public access. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve Ordinance 2025-20. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

9. Staff Reports

- a. City Attorney. Attorney Knight had no report and asked if there were items the Commission wanted him to bring back to City Attorney Smith. The Commission inquired about a foreclosure on a S. Flagler Avenue property. Ms. Overstreet confirmed the Magistrate meeting was canceled and said Attorney Smith was still working on a foreclosure for this property. Commission Cunningham asked to see the new agreement for the golf course as soon as Attorney Smith received it.
- b. City Manager. Mr. Martin thanked the Commission and Ms. Harlan and Ms. Allen's for their efforts on the budget.
- c. City Clerk. Ms. Overstreet had no comment.

10. Commission Comments

- a. Commission comments, including reports from meetings attended

Mayor King: Thanked City staff and Tom Gillin for Boat Regatta and noted that awards would be issued during First Friday. She shared that Fall Family Day was scheduled in Veterans Park on Saturday from 10:00 am – 2:00 p.m. Mayor King said accusations were made on Facebook this week about the City incurring debt and corruption. She requested additional information about those accusations from the poster but received no response.

Commissioner Cunningham: Suggested that on Election Day the City parking lot be used only for those coming to vote and to have City employees park in the lot next door. He indicated that he drives through Veranda Bay almost daily and saw City workers working on water lines and setting meters even though the utilities were not turned over to the City yet. Mr. Martin said he would check into it and let the Commission know what he learned. Commissioner Cunningham said there needed to be a plan for field oversight, accountability, and follow up on citizen complaints. He stated that after the golf course discussion was held on the next agenda, the City should enforce the lease requirements. Ms. Overstreet said the City had the option to track citizen complaints and Mr. Impson was working on getting the tracker back up and running. She said staff would need to be trained on how to use the app and respond to citizen comments and

complaints. The City Manager said Daniel Impson, I.T., was working on tailoring an app that would be available for citizens to communicate with the City called Go-Gov.

- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. Diane Cline shared that she had spoken with a woman living in her car and seemed to be moving from one area to another. She asked if the parking lot by the police station could be used for people to park overnight. Paul Mykytka shared that at the TPO meeting he learned that 5 projects would be funded, and the City's project had come in 6th. He noted the City's project was currently in the number 1 spot for next funding cycle. Deputy Chief Blanchett said overnight parking would be a violation of the City's ordinance. He shared that police officers educate people about the First Step shelter in Daytona and at times transport them there.

- 11. **Adjournment.** Chairman Sherman asked for a motion to adjourn the meeting. Commissioner Belhumeur motioned to adjourn the meeting at 8:11 pm.

James Sherman, Chairman

Attest:

Colleen Kuhn, Deputy City Clerk



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: October 9, 2025
Item Name: Consider Agreements for the Purchase/Lease of Golf Course Properties.

Background:

The City acquired the properties upon which the Ocean Palm Golf Course is located in two transactions (2013 and 2022). The City leased the golf course to Flagler Golf Management in 2015, the lease for which was subsequently assigned to Ocean Palms Golf Club LLC. During discussions after the assignment, representatives of Ocean Palms Golf Club LLC expressed interest in purchasing the properties as part of their proposed redevelopment effort. Specifically conditioned by the City Commission as part of any prospective sale was that the properties were to be restricted solely to golf course operations.

City staff obtained three appraisals based upon the restrictive condition set by the City Commission, with all three appraisals similarly indicating a value of approximately \$800,000 (all three appraisers cautioned that the restrictive condition constrained their appraisals from considering higher appraisals based upon residential or commercial uses). At its Jul 10 City Commission Regular Meeting, the City Commission authorized the City Manager to sign a non-binding Letter of Intent describing the proposed terms and conditions for the sale of the two golf course properties.

Through counsel, Ocean Palms Golf Club LLC submitted the attached Purchase and Sale Agreement for City Commission consideration. An Intent to Purchase/Lease from TRC (Trinity Restoration and Contracting) was submitted to City staff on Oct 2, 2025 and is included in the agenda package.

Regardless of what decision the City Commission makes regarding the Purchase and Sale Agreement, additional City Commission action will be required (First and Second Readings of a proposed Ordinance at future City Commission meetings) for further consideration. Even if consideration of one of the proposals is desired, the existing lease will remain in place and the properties cannot be sold as part of this meeting.

Fiscal Impact:

The proposed purchase price for the two properties is \$801,333 (from both entities), the funds

of which, if accepted, would be allocated to the City's General Fund (unrestricted).

Staff Recommendation:

None.

Attachments:

1. Ocean Palms Golf Club LLC Purchase and Sale Agreement
2. Trinity Restoration and Contracting Intent to Purchase/Lease
3. Golf Course Lease
4. Signed Letter of Intent Golf Course 07242025
5. BBG Appraisal
6. Heffington Appraisal
7. Cooksey Appraisal

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation ("Seller" or "City"), and **OCEAN PALMS GOLF CLUB, LLC**, a Florida limited liability company ("Buyer" or "OPGC").

RECITALS

A. Seller is the owner of that certain real property located at 3600 S. Central Ave., Flagler Beach, Florida 32136, comprising approximately 36.88 acres, identified by Flagler County Tax Parcel ID Numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010, and more particularly described in the attached **EXHIBIT A** (the "Land").

B. The Land, together with all existing buildings, improvements, fixtures, equipment, liquor licenses, water rights, mineral rights, and other appurtenant rights and assets located thereon (collectively, the "Property"), is commonly known as the Ocean Palms Golf Course.

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, all upon the terms and conditions set forth in this Agreement, which are based upon that certain Letter of Intent executed between the parties dated July 10, 2025 (the "LOI").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property, subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE AND DEPOSIT.

a. Purchase Price. The total purchase price for the Property shall be **Eight Hundred One Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$801,333.00)** (the "Purchase Price").

b. Earnest Money Deposit.

- i. Within five (5) business days after the Effective Date, Buyer shall deposit the sum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** (the “Initial Deposit”) with **[INSERT ESCROW AGENT NAME AND ADDRESS]** (“Escrow Agent”). The Initial Deposit and any Extension Deposits (as defined below) are collectively referred to as the “Deposit”.
- ii. The Deposit shall be non-refundable to Buyer except in the event of Seller’s default or the failure of a Contingency as expressly provided herein. The Deposit shall be applied as a credit against the Purchase Price at Closing.

3. CONTINGENCIES.

a. City’s obligation to sell the Property is contingent upon the consideration and approval by the City Commission of an ordinance, in accordance with Section 2.10 of the City Charter, authorizing the conveyance of the land. If the City does not adopt such ordinance within sixty (60) days of the Effective Date, this Agreement shall be terminated and the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

b. Buyer’s obligation to purchase the Property is contingent upon the satisfaction or written waiver by Buyer of the following conditions (the “Contingencies”) within ninety (90) days from the adoption of the ordinance authorizing conveyance contemplated above (the “Contingency Period”):

i. Title and Survey Review. Buyer’s review and approval, in its sole discretion, of a title insurance commitment and a survey of the Property, showing that Seller can deliver good, marketable, and insurable title subject only to Permitted Exceptions (as defined in Section 4).

ii. Feasibility and Inspections. Buyer’s satisfactory completion of all feasibility studies, environmental assessments (including Phase I and Phase II Environmental Site Assessments), soil tests, engineering studies, and physical inspections of the Property as Buyer deems necessary.

iii. Financing. Buyer securing financing for the acquisition and redevelopment of the Property on terms and conditions acceptable to Buyer in its sole discretion.

- c. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for up to three (3) additional, consecutive thirty (30) day periods by providing written notice to Seller and depositing an additional **One Thousand and 00/100 Dollars (\$1,000.00)** for each such extension (each, an “Extension Deposit”) with the Escrow Agent prior to the expiration of the then-current Contingency Period.
- d. Termination. If Buyer is not satisfied with the results of its due diligence for any reason, or if any Contingency is not satisfied or waived before the expiration of the Contingency Period (as it may be extended), Buyer may terminate this Agreement by providing written notice to Seller and Escrow Agent. Upon such termination, the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

4. TITLE AND SURVEY.

- a. Title Commitment. Within fifteen (15) days of the Effective Date, Buyer shall order a title insurance commitment (the “Title Commitment”) for an owner’s policy of title insurance, issued by a title company of Buyer’s choice, together with legible copies of all recorded documents creating exceptions to title.
- b. Survey. Buyer may, at its expense, obtain an ALTA/NSPS Land Title Survey of the Property (the “Survey”).
- c. Title Review and Cure. Buyer shall have until the end of the Contingency Period to review the Title Commitment and Survey and to notify Seller in writing of any objections. Any matters not objected to shall be deemed “Permitted Exceptions.” Seller shall have thirty (30) days after receipt of Buyer’s objections to cure them. If Seller is unable or unwilling to cure the objections, Buyer may either (i) terminate this Agreement, in which case the Deposit shall be returned to Buyer, or (ii) waive the objections and proceed to

Closing.

5. PROPERTY USE AND RESTRICTIONS.

- a. Deed Restriction. The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf and recreational uses as further described in the site plans attached to the LOI (the “Deed Restriction”). The Deed Restriction shall be terminable only by the unanimous consent of the City Commission of the City of Flagler Beach. The form of the deed and Deed Restriction is attached hereto as **EXHIBIT B**.
- b. Declaration of Restrictive Covenants and Easements. The Property shall be subject to a Declaration of Restrictive Covenants and Easements (the “Declaration”), the form of which is attached hereto as **EXHIBIT C**. The Declaration shall, among other things, (i) establish certain development and operational benchmarks to be met by Buyer, and (ii) grant perpetual drainage easements to the City over the Property consistent with St. Johns River Water Management District Permit #81813-6 and to preserve existing drainage patterns.

6. CLOSING.

- a. Closing Date. The closing of this transaction (the “Closing”) shall occur within thirty (30) days following the satisfaction or waiver of all Contingencies.
- b. Seller’s Deliveries. At Closing, Seller shall deliver to Buyer:
 - i. A Special Warranty Deed, in the form of **EXHIBIT B**, executed and acknowledged by Seller.
 - ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Seller.
 - iii. A standard owner’s and non-foreign seller’s affidavit.
 - iv. A bill of sale for all personal property included in the sale.

- v. Such other documents as may be reasonably required to consummate the transaction.

c. Buyer's Deliveries. At Closing, Buyer shall deliver:

- i. The balance of the Purchase Price, subject to prorations and adjustments.
- ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Buyer.
- iii. Such other documents as may be reasonably required to consummate the transaction.

d. Closing Costs and Prorations.

- i. Seller shall pay for documentary stamp taxes on the deed.
- ii. Buyer shall pay the cost of the title insurance policy and the cost of recording the deed and Declaration.
- iii. Real estate taxes, assessments, and utilities shall be prorated as of the date of Closing.
- iv. Each party shall pay its own attorneys' fees.

7. REPRESENTATIONS AND WARRANTIES.

- a. Seller's Representations. Seller represents and warrants that it has the full right, power, and authority to enter into this Agreement and to sell the Property, and that there are no pending or threatened actions, suits, or proceedings affecting the Property.
- b. Buyer's Representations. Buyer represents and warrants that it is a duly organized limited liability company in good standing in the State of Florida and has the full right, power, and authority to enter into this Agreement.

8. DEFAULT.

- a. Seller's Default. If Seller defaults, Buyer may, as its sole remedies, either (i) terminate this Agreement and receive a full refund of the Deposit, or (ii) seek specific performance of this Agreement.
- b. Buyer's Default. If Buyer defaults, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as full liquidated damages.

9. MISCELLANEOUS.

- a. Notices. All notices shall be in writing and sent by certified mail, reputable overnight courier, or email to the addresses set forth in the LOI.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action shall be in Flagler County, Florida.
- c. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, including the LOI (which shall have no further force or effect, except as a reference for the parties' intent).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:
CITY OF FLAGLER BEACH

BUYER:
OCEAN PALMS GOLF CLUB, LLC

By: _____
Name:
Title:

By: _____
Name: Tanuj Seoni
Title: Manager

Date: _____

Date: _____

EXHIBIT A

Legal Description of the Property

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS

WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN
EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT B
Form of Special Warranty Deed with Deed Restrictions

Prepared By/Return To:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

Property Appraiser's Parcel Identification Numbers:
29-12-32-0000-01010-0000
29-12-32-0000-01010-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2025 by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, whose post office address is P.O. Box 70, Flagler Beach, FL 32136 ("Grantor") and **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company, whose post office address is 12 Bishop Lane, Palm Coast, FL 32137 ("Grantee").

(Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollar (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" ("Property")

SUBJECT TO the following deed restriction: Grantee acknowledges that Grantor is conveying the Property to Grantee for use exclusively as a golf course open to the general public. The parties acknowledge and agree that Grantee may also operate on the Property as a golf clubhouse, a clubhouse restaurant, related golf recreational uses and event, and uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Golf Ancillary Uses"). The Property shall not be used for any other purpose not contemplated herein. If at any time the Property shall cease to be used as a golf course open to the general public or if at any time the Property shall be used in a manner inconsistent with the allowed Golf Ancillary Uses, title to the Property shall revert to the Grantor and the Grantor shall have the right to take all lawful steps to re-enter and repossess the Property. The foregoing restriction can be amended or terminated only by the unanimous consent of the City Commission of the City of Flagler Beach and the consent of the Grantee.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

City of Flagler Beach

A Florida Municipal Corporation

Print Name: _____

By: _____

Address: _____

Print Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by _____, the _____ of the City of Flagler Beach, a Florida Municipal Corporation, on behalf of the City, who __ is personally known or __ has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT C
Form of Declaration of Restrictive Covenants and Easements
(On Following Pages)

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration of Restrictive Covenants and Easements (this “Declaration”) is made as of this ____ day of _____, 2025, by **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company (“Declarant”), in favor of the **CITY OF FLAGLER BEACH**, a Florida municipal corporation (the “City”).

RECITALS

- A. Declarant is the owner of that certain real property located in Flagler County, Florida, more particularly described in **EXHIBIT A** attached hereto (the “Property”).
- B. Declarant acquired the Property from the City with the express understanding and agreement that the Property would be redeveloped and operated as a golf course and clubhouse facility for the benefit of the community.
- C. A condition of the City’s sale of the Property was that Declarant would be legally bound to complete certain redevelopment work within a specified timeframe.
- D. Furthermore, a condition of the sale was that the City would be granted perpetual easements over the Property to ensure the continued function of historical and permitted drainage systems.
- E. This Declaration is created to impose upon the Property mutually beneficial restrictions, covenants, and easements under a general plan of improvement for the benefit of the City and to ensure the timely redevelopment and proper use of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, and covenants, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the City.

ARTICLE 1

REDEVELOPMENT COVENANTS

- 1. Redevelopment Obligation.** Declarant shall, at its sole cost and expense, undertake and complete the redevelopment and improvement of the Property in substantial accordance with the conceptual plans attached hereto as **EXHIBIT B** (the “Conceptual Plans”). The work to be performed is generally described as the renovation of the golf course, the construction of a new clubhouse, and the commencement of full operations (collectively, the “Redevelopment Work”).
- 2. Redevelopment Benchmarks and Deadlines.** Declarant shall complete the Redevelopment Work in accordance with the following benchmarks and deadlines:
 - a. **Benchmark 1: Golf Course Renovation.** Declarant shall complete the renovation of the golf course, including earthwork, regrading, and installation of new turf grass (Seashore Paspalum) to achieve establishment sufficient for play. Declarant anticipates that establishment of the grass so it is ready for play will require at least two (2) full growing seasons. The growing season for turf grass is April through October. If the turf grass is not established and ready for play after the first growing season then Declarant shall provide written notice to the City of the need for an additional growing season. Declarant shall work to complete Benchmark 1 within one (1) year from the start of the first growing season (“Commencement Date”); provided however, Declarant is hereby granted an option to extend this deadline for one (1) additional year. Said option shall be exercised by Declarant providing the City with written notice on or before March 1, 2027, whereupon the deadline for completion shall be automatically extended. If the deadline for Benchmark 1 is extended, as provided herein, then the deadline shall be two (2) years from the Commencement Date. This benchmark shall be deemed complete when the golf course is fully established and ready for play.
 - b. **Benchmark 2: Clubhouse Construction.** Declarant shall diligently pursue all permits, approvals, and inspections necessary for construction of the new clubhouse facility in accordance with the Conceptual Plans, and shall complete construction within two (2) years from the Commencement Date. Benchmark 2 shall not be deemed complete until the clubhouse has received all final approvals, licenses, and a use and occupancy permit sufficient for

Declarant to lawfully commence operations. The deadline for Benchmark 2 shall be extended as reasonably necessary for delays outside Declarant's control, including, without limitation, weather conditions, supply chain interruptions, or delays in governmental permitting, licensing, or approvals.

- c. **Benchmark 3: Commencement of Full Operations.** Declarant shall complete all necessary staffing, marketing, and preparation for operations and shall commence public operations of both the renovated golf course and clubhouse with two (2) years of the Commencement Date, provided that Benchmark 2 has been satisfied with all final approvals and licenses that allow lawful occupancy and operation. The deadline for Benchmark 3 shall likewise be subject to extension for delays outside Declarant's control, as described above for Benchmark 2.
- 3. Diligent Prosecution.** Declarant shall continuously and diligently prosecute the Redevelopment Work to completion in a good and workmanlike manner and in accordance with all applicable laws and regulations.

ARTICLE 2

MAINTENANCE OBLIGATIONS

- 1. General Maintenance Standard.** Declarant, its successors and assigns, shall at all times maintain the Property, including the golf course, clubhouse, and all other improvements, in a high-quality, clean, safe, and well-maintained condition consistent with the standards of golf facilities in the region.
- 2. Golf Course Maintenance.** The maintenance of the golf course shall include, but not be limited to:
 - a. Maintaining greens, fairways, and tee boxes in a healthy and playable condition, properly mowed, and irrigated.
 - b. Maintaining all landscaping, trees, and water features in an attractive and healthy condition.
 - c. Ensuring all cart paths are maintained in a good and safe state of repair.
- 3. Clubhouse and Improvements Maintenance.** Declarant shall keep the clubhouse and all other buildings and improvements on the Property in good order and repair, including all structural components, exterior surfaces, roofing, windows, and mechanical systems (HVAC, plumbing, electrical). The interior of the clubhouse shall be kept clean and suitable

for its intended use.

ARTICLE 3 DRAINAGE EASEMENTS

- 1. Grant of Easement.** Declarant hereby grants to the City a perpetual, non-exclusive easement (the “Drainage Easement”) over, under, and across the portions of the Property as may be reasonably necessary for the purposes described herein.
- 2. Purpose of Easement.** The Drainage Easement is granted for the purposes of:
 - a. Preserving and maintaining historical and existing drainage patterns that benefit the City and surrounding properties.
 - b. Operating, inspecting, maintaining, repairing, replacing, and improving the stormwater management system and drainage facilities on the Property, consistent with St. Johns River Water Management District Permit #81813-6 (the “Permit”).
- 3. City’s Rights.** The City shall have the right, but not the obligation, to enter upon the Drainage Easement areas at reasonable times and with reasonable notice (except in emergencies) to exercise its rights under this Article. The City’s rights shall include the removal of blockages, repair of infrastructure, and any other actions necessary to ensure the proper functioning of the drainage system. The City shall restore any portion of the Property disturbed by its activities to the condition that existed prior to such disturbance.

ARTICLE 4 DEED RESTRICTION

- 1. Acknowledgment of Deed Restriction.** Declarant acknowledges that the conveyance of the Property from the City to Declarant is subject to that certain Deed Restriction contained in the Warranty Deed recorded simultaneously herewith (the “Deed Restriction”). The Deed Restriction limits the use of the Property to a golf course, golf clubhouse, a clubhouse restaurant, related golf recreational uses and events and for uses and events consistent with uses common for a golf course and clubhouse in the State of Florida, and if violated grants the City the right to re-enter and repossess the Property.
- 2. Interpretation.** The parties agree that the Deed Restriction shall be liberally construed to promote and maximize the financial success and

operational feasibility of the golf course and clubhouse. The limitations contained within the Deed Restriction shall not be interpreted to prohibit activities and events customarily held at golf course and country club facilities in the State of Florida. Such permitted activities include, without limitation, corporate and community events, weddings, receptions, and other private celebrations held within the clubhouse or on the surrounding grounds. Furthermore, the Deed Restriction shall not prohibit entertainment events within the clubhouse, including, without limitation, the performance of live music.

ARTICLE 5

ENFORCEMENT, NOTICE, AND CURE

- 1. Default.** A failure by Declarant to meet any of the benchmark deadlines set forth in Article 1, Section 1, subject to the notice and cure provisions herein, shall constitute a default under this Declaration.
- 2. Notice and Opportunity to Cure.** If the City determines that a default has occurred, it shall provide written notice to Declarant specifying the nature of the failure. Declarant shall have **ninety (90) days** from the receipt of such notice (the “Cure Period”) to cure the failure or, if the cure cannot reasonably be completed within ninety (90) days, to commence the cure and thereafter diligently and continuously prosecute it to completion.
- 3. Force Majeure.** The deadlines set forth herein shall be extended for periods of delay caused by strikes, natural disasters, pandemics, governmental moratoria, war, or other events beyond the reasonable control of Declarant (“Force Majeure”). Declarant shall provide the City with prompt written notice of any such Force Majeure event.
- 4. City’s Remedies.** Upon the occurrence of a default that is not cured within the Cure Period, the City shall be entitled to all remedies available at law or in equity, including, but not limited to:
 - a. An action for specific performance to compel Declarant to complete the Redevelopment Work.
 - b. Injunctive relief to prevent further violations of this Declaration.
 - c. The right to enter the Property to perform the required work and to place a lien on the Property for the costs thereof.

ARTICLE 6

GENERAL PROVISIONS

1. **Covenants Running with the Land.** The covenants, restrictions, and easements in this Declaration shall run with the land and shall be binding upon the Declarant and its successors and assigns for a period of thirty (30) years, after which they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the City agrees to terminate them.
2. **Governing Law.** This Declaration shall be governed by the laws of the State of Florida.
3. **Notices.** All notices hereunder shall be in writing and delivered to the parties at their respective addresses as provided in the Purchase and Sale Agreement between them.
4. **Attorneys' Fees.** In the event of any litigation arising out of or to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at trial and all appellate levels.

(Signatures On Following Pages)

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WITNESSES

DECLARANT:

OCEAN PALMS GOLF CLUB LLC

A Florida limited liability company

Print Name: _____

Address: _____

By: _____

Name: Tanuj Seoni

Title: Manager

Print Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Tanuj Seoni, Manager of Ocean Palms Golf Club LLC, on behalf of the company. He is __ personally known to me or __ has produced _____ as identification.

NOTARY PUBLIC

JOINDER BY CITY

The undersigned, CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), hereby joins in this Declaration for the limited purpose of acknowledging and agreeing to its rights and obligations with respect to the Drainage Easements as set forth in Article 2 and the terms governing the interpretation of the Deed Restriction as set forth in Article 4. The City's execution of this Joinder does not impose upon the City any of the obligations of the Declarant hereunder.

CITY OF FLAGLER BEACH

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

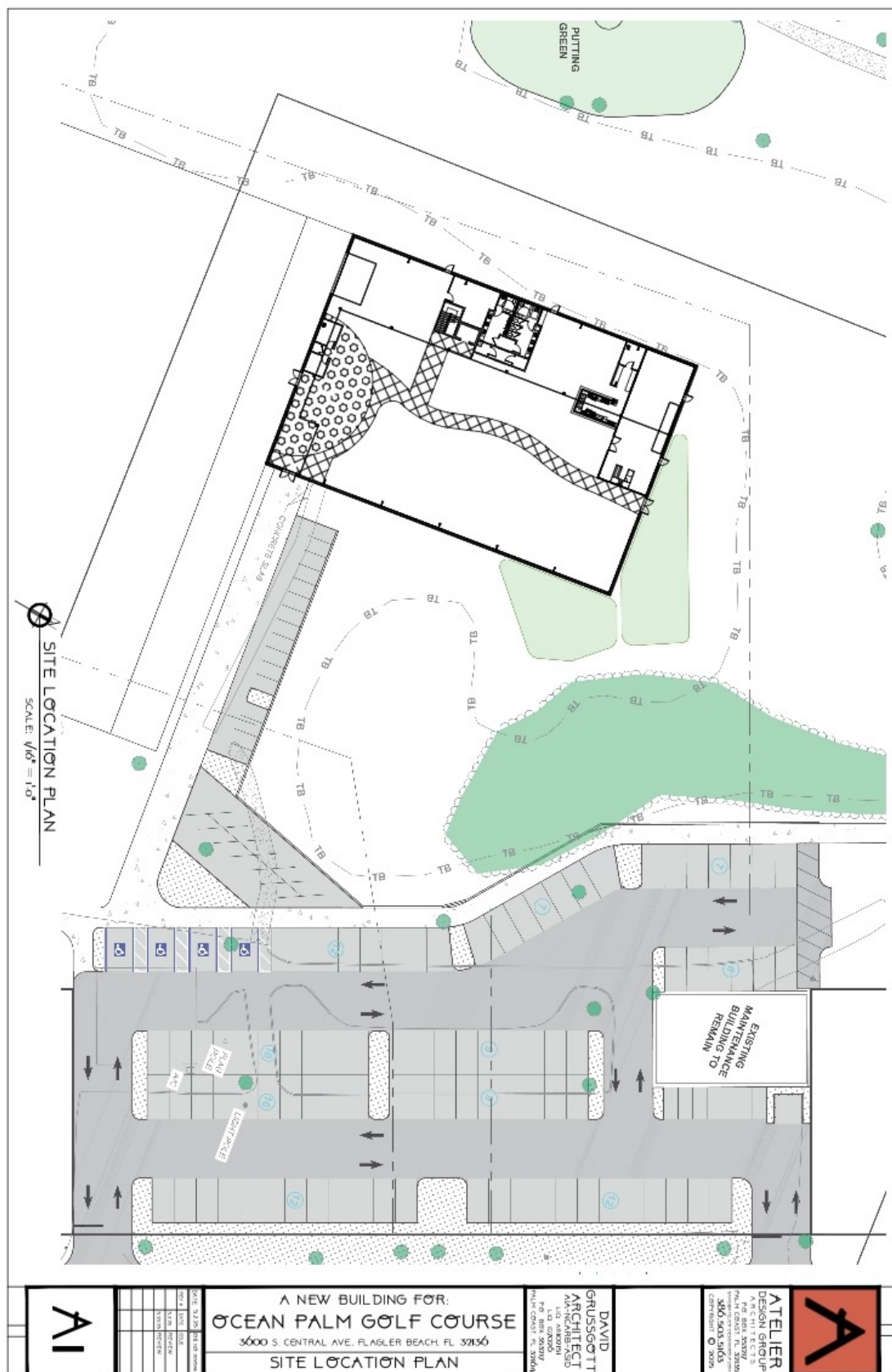
A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

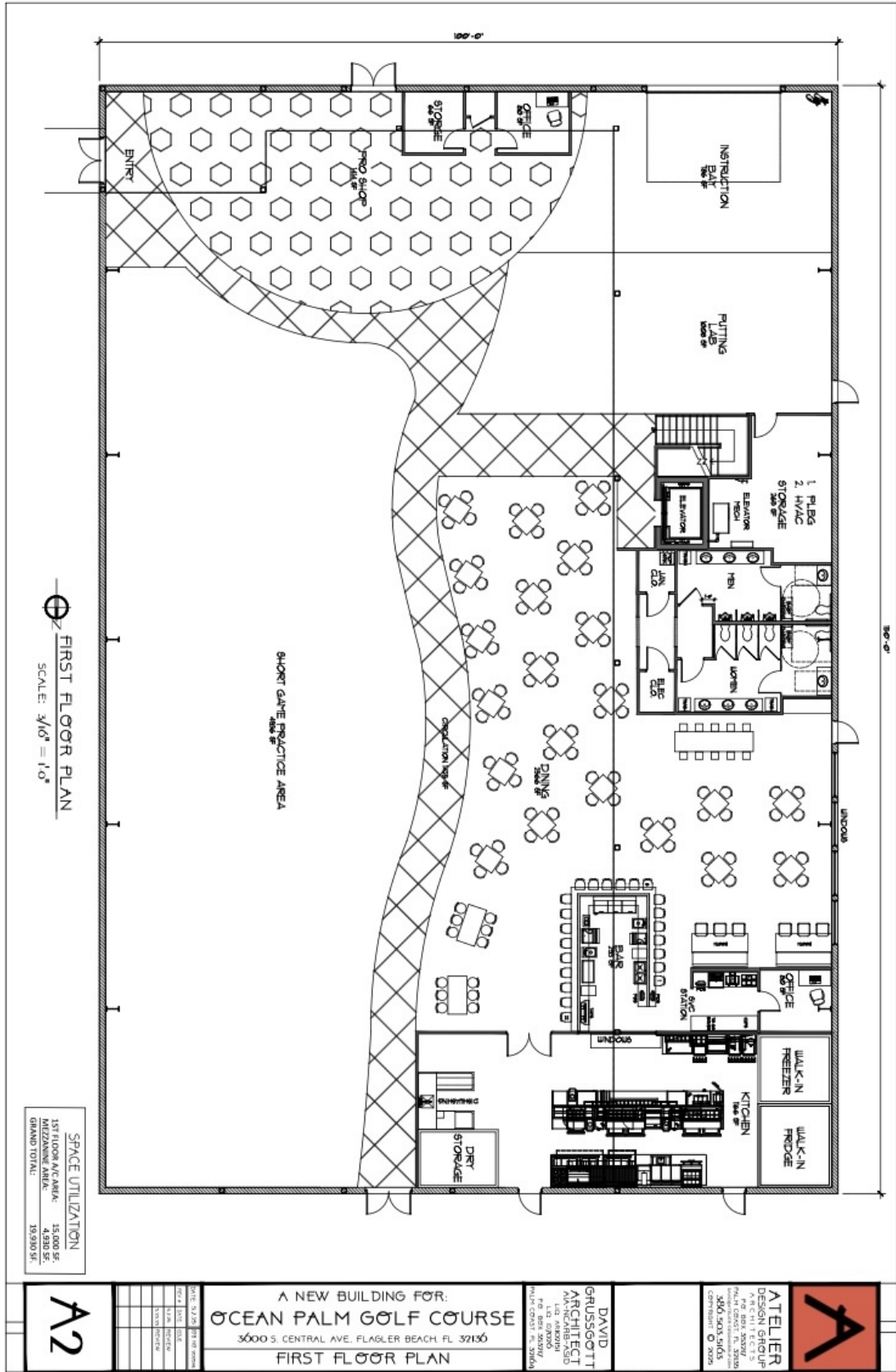
EXHIBIT B

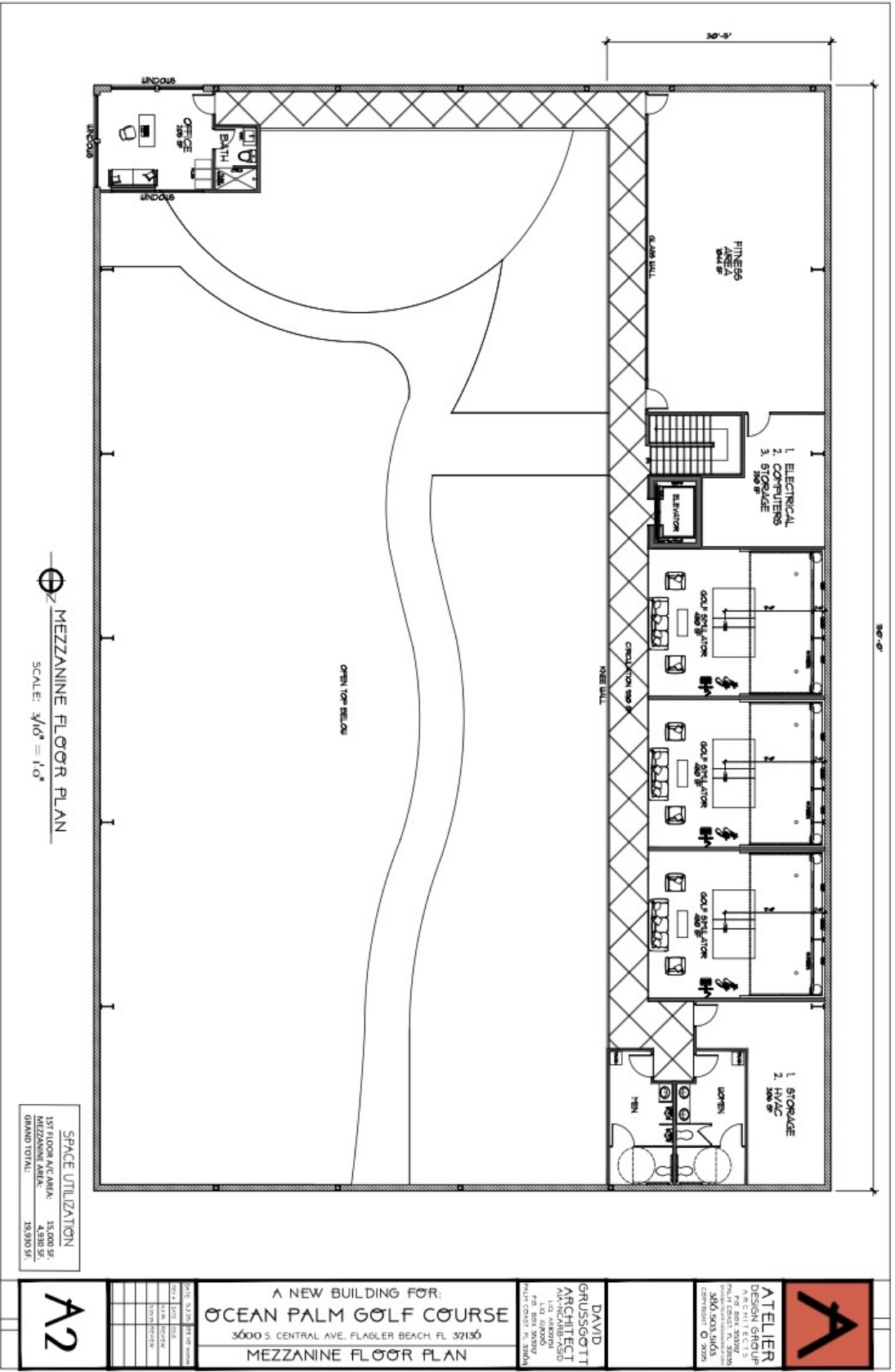
Conceptual Plans (Golf Course and Clubhouse)

(On Following Pages)











TRINITY RESTORATION AND CONTRACTING INC/ JOHN PATRICK CAPITAL

Offer to Purchase/ Lease Ocean Palm Golf Course



SEPTEMBER 30, 2025

TRINITY RESTORATION AND CONTRACTING INC / JOHN PATRICK CAPITAL
1713 Kennedy Pt Suite 1043 Oviedo FL 32765

Intent to Purchase / Lease Offer – Ocean Palm Golf Club

Trinity Restoration and Contracting INC/ John Patrick Capital
1713 Kennedy Pt Suite 1043 Suite 1001
Oviedo FL 32765
(407) 278-6974
ASTewart@TRC-Builds.com / JLepak@TrinityRandC.com

10/02/2025

To:
City of Flagler Beach / Ocean Palm Golf Club
3600 S Central Ave
Flagler Beach, FL 32136

Re: Intent to Purchase / Lease Offer – Ocean Palm Golf Club

Dear Entrusted Board Members,

On behalf of Trinity Restoration and Contracting Inc. (“TRC”), we are pleased to submit this letter of intent outlining our interest in the Ocean Palm Golf Club located at 3600 S Central Ave, Flagler Beach, FL 32136. We are prepared to make significant investments into the property to create a state-of-the-art, community-centered destination. We understand that the property is currently leased, and the current lessee has multiple infractions, and no intent to service their end of the contractual agreement (attached as exhibit A) that would be grounds for termination. We intend to start improvements as soon as possible.

Below are three proposed options for your consideration. We are prepared to immediately act to what option fits the board and City of Flagler the best.

Option 1 – Fifteen (15) Year Lease with Capital Improvements

Lease Term: Fifteen (15) years commencing immediately upon the resolution of the current lease. Option to extend for additional five (5) year periods thereafter.

Scope of Improvements:

- Construction of a state-of-the-art, tech-driven driving range with iTarget Golf reactive targets, to be completed within 90 days of receiving the building permit.
- Remodel of the current restaurant and bar.
- Implementation of community-focused programs including youth programs, leagues, digital course tournaments, and discounts for Flagler Beach residents.
- Estimated capital investment: \$2,500,000.00.
- Phase 2: Additional development based on community needs, which may include a pitch-and-putt area, putting course, youth 3-hole short course, sports courts, or other community-driven amenities.

Lease Financials:

- Guaranteed Base Rent: \$12,000/year (\$1,000/month).
- Revenue Sharing: 2% of golf operations revenue and 2% of food & beverage revenue over \$100,000 annual.

Licenses: Lease to include transfer or usage of the existing liquor license and food service license, if applicable. To include all items built into the property are considered fixtures.

Space Allocation: TRC will lease the space required for its operations; the remaining property will continue to be maintained by Flagler Beach.

Option 2 – Purchase of Property with Current Lease

Purchase Price: \$801,333.00 (with current lease in place).

Deposit made withing five (5) business days after effective date, Buyer shall deposit the sum of ten-thousand and 00/100 (\$10,000.00) Deposit into Escrow (TBD).

Feasibility and Inspections. Buyer's satisfactory completion of all feasibility studies, environmental assessments including but not limited to soil tests, engineering studies, and physical inspections of the Property as Buyer deems necessary. Before contract is certified the buyer will have sixty (60) days to complete the feasibility and inspection studies.

Development Plans:

- Construction of a state-of-the-art, tech-driven driving range with iTarget Golf light-up and reactive targets. Completed within 90 days of receiving the building permit.

- Remodel of the bar and restaurant to be completed within 90 days of receiving the building permit (extended if kitchen requires full rebuild).

Licenses: Purchase to include transfer or usage of the existing liquor license and food service license, if applicable. To include all items built into the property are considered fixtures.

Contingencies:

Due Diligence Period: 90-day increments up to 364 days (till resolution) to evaluate development rights, permitting, and board approvals for future of the property.

a. City's obligation to sell the Property is contingent upon consideration and approval by the City Commission of an ordinance, in accordance with Section 2.10 of the City Charter, authorizing the conveyance of the land. If the City does not adopt such ordinance within one-hundred eighty days (180) days of the Effective Date, this Agreement shall be terminated and the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

b. Buyer's obligation to purchase the Property is contingent upon the satisfaction or written waiver by Buyer of the following conditions (the "Contingencies") within ninety (90) days from the adoption of the ordinance authorizing conveyance contemplated above (the "Contingency Period")

c. Title and Survey Review. Buyer's review and approval, in its sole discretion, of a title insurance commitment and a survey of the Property, showing that Seller can deliver good, marketable, and insurable title subject only to Permitted Exceptions.

Option 3 – Nominal Purchase with Leaseback

This option is a reversion agreement. TRC will purchase the property, hold accountability and enforce the current lease. When the lease has been satisfied, TRC will sell back the property to The City of Flagler Beach in exchange for an exclusive lease to TRC.

Purchase Price: \$1.00 from Flagler Beach with current lease.

Reversion Requirement: TRC will sell the property back to Flagler Beach for \$2.00 within thirty days (30) of the current lease resolution (termination or expiration).

Lease Terms Post-Reversion:

- Flagler Beach to immediately lease the land to TRC at \$500 per month (2x tax burden) for 15 years. Option to extend for additional five (5) year periods thereafter. Lessee may request to only lease a percentage of the parcel (not entire parcel).

- Revenue Sharing: 2% of golf operations revenue and 2% of food & beverage revenue over \$100,000 per year.

Scope of Improvements (same as Option 1):

- Construction of a state-of-the-art, tech-driven driving range with iTarget Golf reactive targets within 90 days of receiving the building permit.
- Remodel of the restaurant and bar.
- Implementation of youth programs, leagues, digital course tournaments, and discounts for Flagler Beach residents.
- Estimated capital investment: \$2,500,000.00.

Licenses: Lease to include transfer or usage of the existing liquor license and food service license, if applicable. To include all items built into the property are considered fixtures.

Space Allocation: TRC will lease the space required for its operations; the remaining property will continue to be maintained by Flagler Beach.

Next Steps

We welcome the opportunity to meet with the City of Flagler Beach to discuss these options further and tailor a mutually beneficial agreement. Please consider this letter an expression of our serious intent and willingness to work collaboratively to enhance the Ocean Palm Golf Club for the benefit of the entire community. We thank you for your dedication to the City of Flagler Beach and the consideration to allow us to be part of sculpting Flagler Beach into a renowned destination.

Sincerely,

John Lepak
Authorized Representative
Trinity Restoration and Contracting Inc

Anthony Stewart

Partner, Chief Operating Officer

Trinity Restoration and Contracting INC.

iTarget Golf

Exhibit A

Summary of Lease & Related Matters

Current lease deficiencies

Parties & Timeline

1. Lease entered into between City of Flagler Beach and Flagler Golf Management (“Op1”) – November 2015.
2. Notice of Default and Cure issued – September 2018.
3. Acknowledgment of Sufficient Cure – April 2019. This reset baseline expectations for property condition (relevant to current state of disrepair).
4. Lease transferred to Ocean Palms (“Op2”) – January 2025.

Lease Terms (Rough Outline)

- Term: 15 years.
- Extensions: Two (2) × 10-year renewals if average revenues $\geq$ \$200k in each of preceding 5 years.
- Rent: \$200/month + 3% on revenues > \$100k.

Lease Violations (Probable / Actual / Noted)

- P 4.1 – Provision of financial records (requires request).
- P 4.4 – Profit & Loss mandated records.
- P 4.5 – Sales tax records.
- A 5.2 – Open 360 days/year until 10 PM.
- A 5.4 – Property condition not to be an “embarrassment.”
- A 6.1 – Termination for noncompliance / nonperformance.

- A 7.1 – Condition of buildings/equipment (e.g., HVAC); repairs borne by Op2.
 - P 7.2 – Address and report complaints.
 - P 8.1 – 180 days for Op1 to return course to acceptable condition (arguably applies to Op2 given takeover date & condition).
 - N 10.1 – If purchase occurs, city must enforce lease; no cost borne by owner.
 - P 13.1 – Insurance clause (unclear if Op2 has adequate coverage).
 - P 13.3 – Renewal notices requirement (likely not followed).
-

Permitting

St. John's Permit

- Issued: April 7, 2025.
- Based on Op2's concept plans.
- Transferability uncertain (assume transferable).

Flagler Permit

- Not issued; staff recommended approval.
 - Significant conflicts noted in calculations and staff comments.
-

Overall Opinion

Purchase agreement from Ocean Palms Golf Club leaves the ability to wholesale the property or a straw buyer scenario. Additionally, the "buyer" has a due diligence period to consider development rights and/ or wholesale the property to a third party developer.

ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE ("Assignment") is made by and between **FLAGLER GOLF MANAGEMENT LLC**, a Florida Limited Liability Company, whose address is 2531 Sawyer Terrace, Wellington, Florida 33414 ("Assignor") and **OCEAN PALMS GOLF CLUB LLC**, a Florida Limited Liability Company, whose address is 12 Bishop Lane, Palm Coast, Florida 32137 ("Assignee"), and shall be effective as of the date signed by the last signatory below.

WITNESSETH:

WHEREAS, Assignor and the City of Flagler Beach, Florida ("City") are parties as Lessee and Lessor, respectively, to that certain Golf Course Lease Agreement dated November 20, 2015, as modified and amended by that certain Brazilian Pepper Removal Agreement dated November 20, 2015; that certain Default Cure Extension Agreement dated September 27, 2018; and that certain First Addendum to Golf Course Lease Agreement dated April 25, 2019, all as attached hereto as **EXHIBIT "A"** (collectively, the "Golf Course Lease");

WHEREAS, Assignor desires to assign Assignor's interests in the Golf Course Lease to Assignee, subject to the terms and conditions herein; and

WHEREAS, the City consents to the assignment pursuant to Section 14.1 and waives the requirements set forth in Section 6.3 of the Golf Course Lease;

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties acknowledge and agree as follows:

SECTION ONE. INCORPORATION OF RECITALS. The foregoing recitals are true and correct, form a material basis of the transaction contemplated hereby, and are incorporated as if fully set forth herein.

SECTION TWO. ASSIGNMENT AND CONSENT. Assignor hereby assigns all rights, title, interest, and obligations in the Golf Course Lease to Assignee to have and to hold the same unto Assignee and its heirs, successors and assigns forever subject to the provisions of the Lease. Assignee hereby accepts the assignment of rights, title, interest, and obligations in the Golf Course Lease.

SECTION THREE. ASSUMPTION. Assignee does hereby assume the Golf Course Lease and all liabilities and responsibility under the Golf Course Lease and hereby agrees to be bound by all of the terms, conditions, covenants and obligations required to be kept under the Golf Course Lease and any amendments thereto.

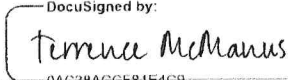
SECTION FOUR. FURTHER ASSURANCES. Assignor and Assignee covenant and agree to execute, acknowledge, and deliver any and all such further documents as may be necessary, proper, or convenient to authorize under law or otherwise to carry out and effectuate the intent and purpose of this Assignment.

SECTION FIVE. COUNTERPARTS; ELECTRONIC SIGNATURES. This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all of the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered as having the same binding effect as an original signature on an original document.

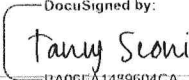
SECTION SIX. EFFECTIVE DATE. This Assignment shall take effect on the date that it is signed by Assignor and Assignee and consented to by the City, as provided below.

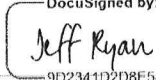
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date indicated below their respective signatures.

ASSIGNOR
FLAGLER GOLF MANAGEMENT LLC
A Florida Limited Liability Company

By: 
0AC38ACCF81E4C9...
Terrence McManus
Managing Member
Date: 1/25/2024

ASSIGNEE
OCEAN PALMS GOLF CLUB LLC
A Florida Limited Liability Company

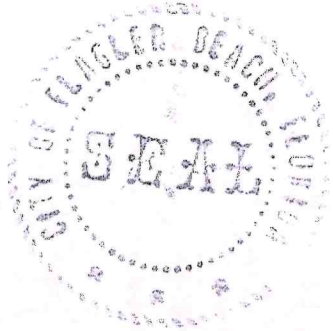
By: 
3A06FA1489604CA...
Tanuj Seoni, Authorized
Representative
KTS HOLDINGS LLC, Member
Date: 1/25/2024

By: 
9D2341D2D8E54C1...
Jeffrey Ryan, Manager
LEISURE HOLDINGS LLC,
Member
Date: 1/25/2024

WRITTEN CONSENT AND WAIVER OF THE CITY OF FLAGLER BEACH

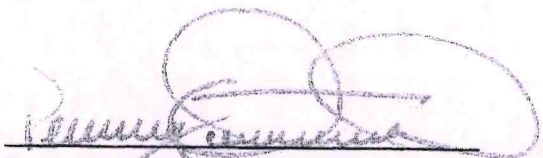
The **CITY OF FLAGLER BEACH, FLORIDA** ("City"), hereby consents to the foregoing Assignment, pursuant to Section 14.1 and waives the provisions of Section 6.3 of the Golf Course Lease, as defined therein. The City also hereby releases FLAGLER GOLF MANAGEMENT LLC, a Florida Limited Liability Company, from further liability and responsibility under the Golf Course Lease.

CITY OF FLAGLER BEACH, FLORIDA



By: 
Suzie Johnston, Mayor

Attest:

By: 
Penny Overstreet, City Clerk

Date: 01-25-2024

EXHIBIT "A"

Copy of Golf Course On Following Pages

ORDINANCE 2015-14

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH,
FLORIDA, AUTHORIZING AND APPROVING A LEASE
AGREEMENT FOR THE GOLF COURSE PROPERTY
LOCATED AT 3600 SOUTH CENTRAL AVENUE AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Flagler Beach is the owner of property located at 3600 South Central Avenue ("the Golf Course Property"); and

WHEREAS, the City and Flagler Golf Management, LLC have negotiated terms of a lease subject to agreement of all parties (the "Lease Agreement"); and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Lease Agreement does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the Golf Course Property is a valid public purpose.

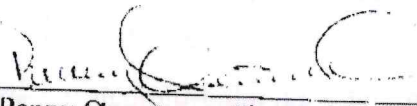
NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

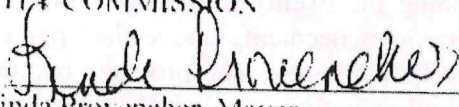
SECTION 1. The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 5th DAY OF November, 2015.

PASSED AND ADOPTED THIS 20th DAY OF November, 2015.


Penny Overstreet, City Clerk

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

GOLF COURSE LEASE AGREEMENT

THIS GOLF COURSE LEASE AGREEMENT (the "Lease") is made and entered into this 20th day of November, **2015**, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "Lessee".

ARTICLE 1. PREMISES

1.1 PREMISES. In consideration of the Rent contemplated herein and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein, consisting of a 9-hole golf course, cart barn and clubhouse including a restaurant with beer and wine sales, hereinafter referred to as the "Premises."

1.2 ACCEPTANCE OF PREMISES AND EQUIPMENT. The parties acknowledge and agree that Lessee accepts the Premises "as-is" and in the condition existing as of the date first written above.

ARTICLE 2. TERM

2.1 INITIAL LEASE TERM. The initial term of this Agreement shall be for a period of fifteen (15) years commencing on the date first written above.

2.2 Lessee shall have the option to extend this Agreement for two successive ten (10) year terms upon written notification of its intent to extend this Agreement to Lessor at least twelve months prior to the expiration of this Agreement provided that Lessee's average gross revenue, excluding lessons and pro shop revenue, received by Lessee for any and all operations conducted on the Premises is at least \$200,000 per year for the five year period immediately preceeding the last day of the Initial Lease Term or the first extension term, whichever is applicable.

ARTICLE 3. RENT

3.1 Beginning on the date of commencement the Lessee shall pay Lessor an annual base rental rate of \$2,400 payable in advance monthly installments of \$200 due on the first day of each month without invoice. The Lessee may pre-pay some or the entire annual rental rate at any time. The annual base rental rate will be increased each year during the term of this Agreement, including renewals, by three percent (3.0%). All monthly base rental payments not paid within thirty days of the date due shall incur a late penalty of five percent (5%) of the past due amount. In the event that Lessee becomes obligated to pay any real property tax levied upon the Premises pursuant to Article 18, herein, the annual base rent for the year following payment of such real property tax by Lessee shall be reduced by the amount of the real property taxes paid.

3.2 Beginning the twenty-fifth month after commencement and continuing through the sixtieth month after commencement, Lessee shall pay Lessor, as additional percentage rent, 3% of all gross revenue, excluding lessons and pro shop revenue, over and above \$100,000.00 received by Lessee for any and all operations conducted on the Premises in each twelve month period beginning on the first day of the twenty-fifth month. All such additional rent payments shall be due quarterly without invoice.

3.3 Beginning the sixty-first month after commencement and continuing until expiration of this Agreement, including any extensions thereof, Lessee shall pay Lessor, as additional rent a percentage of all gross revenue, excluding lessons and pro shop revenue, received by Lessee for any and all operations conducted on the Premises as provided below. All such additional rent payments shall be due quarterly without invoice.

- a) 1% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was less than \$200,000;
- b) 2% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$200,000 and less than \$300,000;
- c) 3% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$300,000 and less than \$400,000;
- d) 4% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$400,000 and less than \$500,000; or
- e) 5% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$500,000.

3.5 If Lessor incurs any expense or pays any monies to correct a breach of this Agreement all amounts so incurred or paid shall be considered additional rent owing by the Lessee and shall be payable by the Lessee within thirty (30) days after written notice from Lessor to Lessee; however, the Lessor shall be under no obligation or duty to incur any such expense or pay any such money.

ARTICLE 4. REPORTING REQUIREMENTS

4.1 RECORDS. Lessee shall keep true and accurate accounts, records, financial statements, books and data (hereinafter "Records") in a form consistent with good accounting practices. Such accounts, records, books and data shall, among other things contain a breakdown of gross receipts and sales from the various activities taking place on the Premises. Lessee shall require that any consignees, sub lessees, subtenants, or others ("Others") conducting any revenue producing activity on the Premises keep accurate and complete records and accounts in accordance with this Article 4.

4.2 RETENTION OF RECORDS. Lessee shall retain all its Records for not less than seven (7) calendar years following the last day of the Expiration Date for the Initial Term or, if applicable, expansion term.

4.3 RIGHT TO INSPECT AND AUDIT BY LESSOR. Lessee hereby agrees that Lessor, its employees, agents and representatives, at all reasonable times, shall have the right to inspect and examine all such records which will enable Lessor to ascertain the amount of Lessee's gross receipts and revenue generated at the Premises. Lessee shall, upon request and at no cost to Lessor, make all or any part of its records available to the Lessor during normal business hours throughout the term of this Agreement for the purposes of inspection or audit. The cost of any audit performed by Lessor shall be at Lessor's expense.

4.4 PROFIT AND LOSS STATEMENT. On quarterly basis throughout the Term hereof, Lessee shall provide to the Lessor, without request or demand, Lessee's quarterly profit and loss statement for the operation of all activities conducted on the Premises during each previous quarter.

4.5 MONTHLY SALES TAX REPORT. Lessee shall provide to Lessor a copy of each monthly sales tax report filed with the Department of Revenue within fifteen days of filing same with the Department of Revenue. Lessee shall include with such copies records to show any amount of revenue generated by the pro shop and lessons included in the sales tax report but which are excluded from the percentage rent calculations pursuant to this Agreement.

ARTICLE 5. USE OF PREMISES

5.1 USE. Lessee covenants to use the Premises to operate and maintain a public golf course and club house including a restaurant with beer and wine sales. Any other use of the Premises shall require the prior written consent of Lessor.

5.2 REGULAR HOURS. Lessee shall open the Premises to the general public no fewer than 360 days per year. The Premises shall be open no earlier than one hour before sunrise on a daily basis and may remain open on a daily basis until 10:00 pm. Upon written authorization from the Lessor, Lessee may extend the hours operation for specific activities or events.

5.3 COMPLIANCE WITH LAWS. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements of conditions imposed by the ordinance, laws and regulations of all the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and obtain all licenses, permits and like required to permit Lessee to occupy and operate the Premises.

5.4 PROHIBITIONS. Lessee shall not:

- a) Permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose;
- b) Permit the Premises to become a source of annoyance or embarrassment to Lessor;
- c) Commit or allow others to commit waste on the Premises;
- d) Erect, permit to be erected, or allow the existence of any nuisance on the Premises;
- e) Permit any trash or garbage to accumulate on or about the Premises;
- f) Allow the use of firearms or hunting on the Premises; or
- g) Conduct or permit to be conducted any sale by auction on the Premises.

5.5 LESSOR'S USE OF PREMISES. The Lessor may at Lessor's option install utilities or other public infrastructure upon the Premises provided that such use of the Premises does not interfere with the rights granted Lessee herein and such use is approved by Lessee, provided that approval shall not be unreasonably withheld. At least thirty days prior to installation of any utilities or other public infrastructure upon the Premises, Lessor shall notify Lessee in writing of its intent to install such utilities or infrastructure. If Lessee does not notify Lessor of any objection to the installation of such utilities or infrastructure in writing within thirty days of mailing or hand delivery of the notice, Lessee shall be deemed to have approved the installation.

ARTICLE 6. DEFAULT, EARLY TERMINATION

6.1 EARLY TERMINATION. Lessor shall have the right to terminate this Agreement for Lessee violations, noncompliance and/or nonperformance (individually or collectively hereinafter "Default") of any provisions or part of this Agreement subject to paragraph 6.2, below.

6.2 CURE OF DEFAULT. In the event of Lessee's Default, Lessor shall notify Lessee in writing identifying the Default. Lessee shall cure the Default within thirty (30) days of said notice unless an extension of time is granted by Lessor. Should Lessee fail to comply with this requirement, Lessor, at its option, may terminate this Agreement by notifying Lessee in writing by registered or certified mail. Thereafter, Lessor shall have the right to enter and take possession of the Premises.

6.3 NAMED MANAGER/OPERATOR CONDITION. This Agreement is conditioned upon Flagler Golf Management, LLC, and no other, being the operator of the Premises. Should said entity cease to exist, Lessor shall have the right to terminate this Agreement in its entirety by giving 10 days written notice thereof and shall thereafter have the right to enter and take possession of the Premises.

ARTICLE 7. UTILITIES, CARE, REPAIRS AND MAINTENANCE OF PREMISES AND EQUIPMENT

7.1 CARE OF PREMISES AND EQUIPMENT. Lessee shall take good care of the Premises, Fixtures, Appurtenances and Equipment therein, and shall, in the use and occupancy of the Premises and Equipment, conform to all laws, orders, and regulations of the Federal, State and local governments or any other departments having jurisdiction concerning the Premises and Equipment.

7.2 FAIRWAYS AND GREENS. With specific reference to the care and maintenance of the golf course fairways and greens, Lessee shall perform the duties and conform to the standards listed on the attached Exhibit "B." In the event Lessor receives any written complaints regarding the condition of the fairways and greens, Lessor may direct such complaints to Lessee. Lessee shall review and provide a response in writing to Lessor to each complaint so directed to it. Lessee's response may provide for measures to be taken to correct the issue raised or an explanation of the condition and why no corrective measures are reasonably required.

7.3 MAINTENANCE. Lessee shall, at Lessee's own cost and expense, and at no cost or expense to Lessor, maintain said Premises and all equipment in good order, and Lessee shall make all repairs that may become advisable or necessary to said Premises and equipment, including the structures, sidewalks, landscaping, driveways or parking areas that are part of or appurtenant to said Premises.

7.4 UTILITIES. Lessee shall be responsible and pay all charges incurred for furnishing of gas, electricity, water, telephone service, garbage or refuse service and all other public utilities to said Premises during the Term of this Agreement or any renewals or extensions thereof.

ARTICLE 8. IMPROVEMENTS AND ALTERATIONS.

8.1 FACILITIES. Lessee shall return the existing clubhouse to a habitable state and bring same into compliance with all applicable codes within 180 days of the date of this Agreement and shall return the golf course to a playable condition within 180 days of the date of this Agreement.

8.2 All alterations, additions, installed equipment or improvements to the clubhouse and golf course made by Lessee or any subcontractors shall become the property of Lessor upon the expiration of this Agreement.

8.3 PRIOR WRITTEN APPROVAL REQUIRED. All alterations and improvements shall be first approved in writing by Lessor provided, however, that such approval shall not be unreasonably withheld. If any such alterations or improvements are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. As a further condition of Lessor's consent to Lessee making alterations or improvements to the Premises, Lessee or Lessee's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability and Property Damage insurance in the amount of not less than one million dollars in aggregate. All work with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period necessarily required for such work.

8.4 STRUCTURAL STABILITY. No alterations or improvements made by Lessee shall in any way impair the structural stability of any building or any improvement on said Premises or diminish the value of said Premises.

8.5 FREE OF LIENS. Lessee shall keep said Premises and every part of said Premises free and clear of any mechanic's liens or material men's liens arising out of the construction of any such alterations, improvements or repairs. If any such lien be filed on account of the actions of Lessee, Lessee shall promptly pay the same. If Lessee fails to discharge such lien within ten (10) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the discharge or satisfaction of any such lien, and all attorneys' fees and other costs and expenses of Lessor incurred in defending any such action or in obtaining the discharge or such lien, together with all necessary disbursements in connection therewith. Lessee hereby recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises. All alterations or additions or improvements shall become part of the realty and surrendered to Lessor upon the expiration or termination of this Agreement, unless Lessor shall at the time of its approval of such work require removal of restoration on the part of Lessee as a condition of such approval.

ARTICLE 9. ADDITIONAL EQUIPMENT

9.1 Lessee, at its sole cost and expense, may acquire additional equipment for use at the Premises. Any additional equipment so acquired and used for the operation and maintenance of the Premises, shall comply with all applicable federal, State, local rules, laws and regulations; and shall be maintained by Lessee in accordance with the terms of this Agreement. All such equipment not installed and made a fixture of the clubhouse or golf course shall remain the property of Lessee upon the expiration of this Agreement.

ARTICLE 10. WAIVER OF DUTY TO KEEP PREMISES TENANTABLE

10.1 Lessee hereby expressly waives the provisions of any statute or other law requiring the Lessor, or any officer, employee, director or agent of Lessor, to put or maintain said Premises in a condition fit for human occupancy and to repair all subsequent dilapidations of the Premises that render them tenantable.

ARTICLE 11. DESTRUCTION OF PREMISES; DUTY TO REPAIR

11.1 Should the Premises or any building or improvements on said Premises be damaged or destroyed by any cause whatsoever, Lessor may at its sole option repair the damage and restore said Premises to the same condition they were in prior to such damage or destruction or terminate this Agreement. During such repair and restoration this Agreement and all rent payments due thereunder shall be abated.

ARTICLE 12. INDEMNITY AND HOLD HARMLESS

12.1 To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any property in, on, or about the leased premises, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Lessee, its officers, directors, officials, employees, volunteers, agents, contractors, invitees or guests, excepting only such injury, death, or damage, to the extent it is caused by the active negligence of an Indemnified Party. Lessee shall not be liable for any Claims arising from the sole negligence or willful misconduct of any of the Indemnified Parties. This indemnity shall not be limited by the types and amounts of insurance or self insurance maintained by the Lessee. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

ARTICLE 13. INSURANCE

13.1 Lessor agrees that it shall, during the full term of this Agreement and at its own expense, keep the Premises, excluding any contents, machinery equipment or personal property that is owned by Lessee, insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance. Valuation shall be on a replacement cost basis. Lessor and Lessee release each other, and their respective authorized representatives, from any claims for damage to the Premises caused by or resulting from risks insured against under the required insurance policy carried by the Lessor and in place at the time of any such damage.

13.2 Lessee shall maintain liability insurance covering the leased premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage. Lessee shall name Lessor as an additional insured on Lessee's liability insurance policy and such policy shall be endorsed to show that Lessee's liability insurance policy is primary.

13.3 Lessee shall furnish a certificate substantiating the fact that Lessee has taken out the insurance herein set forth for the period covered by this Agreement with an insurance carrier(s) with an A.M. Best financial rating of not less than A- and authorized to do business in the State of Florida.

Lessee's insurance policy required by this Agreement shall maintain all insurance coverages and limits in place at all times and provide Lessor with evidence of each policy's renewal within ten (10) days after its anniversary date.

13.4 Lessee is required by this Agreement to immediately notify Lessor if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Lessee shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. The certificate of insurance shall be filed with Lessor not less than 10 Days prior to the date of occupancy by the Lessee. Lessor is insured for liability and shall furnish Lessee a letter confirming this upon request. Lessee and Lessor shall be solely responsible for payment of any deductible in their respective insurance or self-insurance programs, in the event of a claim.

13.5 Notification of Claim. If any claim for damages is filed with Lessee or if any lawsuit is instituted against Lessee, that arise out of or are in any way connected with Lessee's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Lessor, Lessee shall give prompt and timely notice thereof to Lessor. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

13.6 Lessee shall maintain any other insurance, including workers' compensation insurance, required by State or Federal law.

13.7 Prior to the commencement of any work to construct or repair any public building or works, Lessee shall provide to the Lessor and record in the public records of Flagler County, Florida, a payment and performance bond in accordance with Section 255.05, Florida Statutes.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1 Lessee shall have no right, authority or power whatsoever to assign, sublet, encumber or transfer any right, license, privilege or duty granted to or imposed upon it hereunder, without the prior written consent of Lessor.

ARTICLE 15. ATTORNEY'S FEES AND COSTS

15.1 Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement. The prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees incurred in bringing such action.

ARTICLE 16. NOTICES

16.1 All notices required or permitted hereunder shall be deemed to have been properly given if mailed in any United States Post Office by certified or registered mail, postage prepaid, addressed to Lessee or Lessor respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

Lessee: Flagler Golf Management, LLC
931 Magnolia Terrace
Flagler Beach, Florida 32136

Lessor: City Manager
City of Flagler Beach, Florida
105 S. Second Street
Flagler Beach, Florida 32136

In lieu of such mailing, all notices may be served personally, and shall be effective upon such service.

ARTICLE 17. FORCE MAJEURE

17.1 Neither Lessor nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

ARTICLE 18. TAXES AND OTHER FEES

18.1 Lessee shall, at Lessee's sole cost and expense, timely pay any and all taxes, permit, license or registration fees, and any other charge or assessment for which Lessee is responsible, or which may be charged or assessed against Lessee, the Premises, or any property of Lessee thereon, whether real or personal or in any way otherwise related to this Agreement. Lessee shall be responsible for and pay any sales tax due on any and all rent payments due pursuant to this Agreement.

ARTICLE 19. MISCELLANEOUS

19.1 COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS. Lessee shall comply with all applicable laws and regulations of any governmental entity with jurisdiction over Lessee, the Premises, or the operations conducted upon the Premises.

19.2 NO WAIVER OF RIGHTS. The failure of either party to insist on strict performance of any terms, covenants or conditions hereto, or to exercise any option herein contained, shall not be construed as a waiver of such term, covenant, condition, or option in any instance; now or in the future.

19.3 LESSOR'S RIGHT OF ENTRY. During the Term of this Agreement, Lessor, its officers, agents, employees, contractors, and subcontractors shall have the right, without limitation or cost, to enter upon the Premises for any lawful purpose, including the purpose of: inspecting the Premises and/or Equipment; making any repairs or alterations necessary for the preservation and safety of the Premises; and for determining whether Lessee is complying with its obligations hereunder. Such entry by Lessor shall not be deemed to excuse Lessee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by Lessor. Lessor reserves the right to possess, and Lessee shall provide Lessor, copies of all keys to all gates, buildings and structures on the Premises.

19.4 RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant, that this Agreement is entered into on arms-length basis, and in no manner shall this Agreement be construed as granting an ownership right to Lessor in Lessee's business. It is further understood and agreed that this Agreement is not intended, nor shall it be construed, as creating a joint venture or other business relationship between Lessor and Lessee other than is expressly provided in this Agreement.

19.5 WAIVER OF JURY TRIAL. Lessor and Lessee hereby knowingly and voluntarily waive trial by jury in any action whatsoever brought by Lessor or Lessee to construe or enforce this Agreement. The foregoing waiver is a material inducement to the willingness of Lessor and Lessee to enter this Agreement.

19.6 SIGNS. All signs, emblems or advertising of any kind or character (hereinafter "Signs"), at or on the Premises must be in compliance with all applicable ordinances, rules and regulations.

19.7 QUIET ENJOYMENT. Lessor covenants that if and so long as Lessee pays the Rent, and any additional Rent as herein provided, and performs the covenants hereof, Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the Term hereof mentioned subject to the provisions of this Agreement.

19.8 AGREEMENT CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provision of the Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of the Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

19.9 AUTHORITY FOR AGREEMENT. Lessee warrants and represents that Lessee has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, and no additional approvals or consents of any person or entity are necessary in connection therewith. The execution, delivery, and performance of this Agreement by the undersigned Lessee has been duly authorized by all necessary corporate or other applicable action and this Agreement constitutes a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

19.10 TIME OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

19.11 ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written are merged herein. This Agreement may be amended only by written instrument duly executed by the parties.

19.12 AMENDMENTS. This Agreement shall not be amended, changed, or modified except in writing executed by Lessor and Lessee. Lessor shall not have waived or released any of its rights hereunder unless in writing and executed by Lessor.

19.13 BINDING EFFECT. Except as expressly provided herein, this Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, and assigns, and all of the terms covenants, and provisions herein shall inure to the benefit of their respective heirs, personal representatives, successors, and assigns.

19.14 INDEPENDENT COVENANTS. Each covenant, agreement, obligation, or other provision of this Agreement to be performed by Lessee are separate and independent covenants of Lessee and are not depended on any other provision of this Agreement.

19.15 SEVERABILITY. In the event any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall remain unenforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

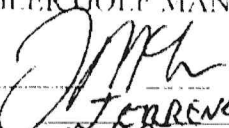
19.16 GOVERNING LAW; VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action or suit brought in connection herewith shall be commenced only in the court of appropriate jurisdiction located in Flagler County, Florida.

19.17 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department.

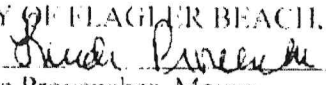
19.18 RECORDS. Pursuant to Section 119.0701, Florida Statutes, Lessee agrees to comply with Chapter 119, Florida Statutes, with regard to retention and public access to records. Specifically, Lessee agrees to 1) keep and maintain public records that ordinarily and necessarily would be required by the Lessor in order to provide the services contemplated in this Agreement; 2) provide the public with access to public records on the same terms and conditions that the Lessor would provide the records and at a cost that does not exceed the cost provided by law; 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and 4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Lessor in a format that is compatible with the information technology systems of the public agency.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:
FLAGLER GOLF MANAGEMENT, LLC

By: 
Print: TERRENCE McMANUS
Its: MGR

LESSOR:
CITY OF FLAGLER BEACH, FLORIDA

By: 
Linda Provencher, Mayor

Attest:


Penny Overstreet, City Clerk

EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30 TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PALM HAVEN SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE

27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH CENTRAL AVENUE, A 50 FOOT RIGHT-OF-WAY, RUN NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 59 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 109.23 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 495.00 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.09 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, OF DISTANCE OF 105.22 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 105.22 THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

The LESSEE shall maintain the entire property in a standard that is "reasonably acceptable" for a value oriented, public, recreational golf and clubhouse facility. Should a dispute arise out of what is deemed "reasonably acceptable" a special committee may be formed, consisting of 3-7 members of FGM, the City of Flagler Beach, and the general public.

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2166079

in the Court,
was published in said newspaper in the issues.....

NOVEMBER 10, 2015

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

.....
Cynthia Anderson
.....

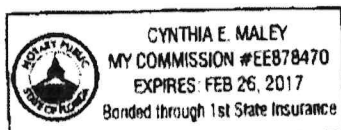
Sworn to and subscribed before me

This **10TH** of **NOVEMBER**

A.D. 2015

.....
Cynthia E. Maley
.....

440



ORDINANCE 2015-14
AN ORDINANCE OF THE CITY OF
FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING A
LEASE AGREEMENT FOR THE GOLF
COURSE PROPERTY LOCATED AT 3600
SOUTH CENTRAL AVENUE AND
PROVIDING FOR AN EFFECTIVE DATE.
PUBLIC HEARING'S AND FINAL
READING WILL BE HELD ON FRIDAY,
NOVEMBER 20, 2015 AT 6:00 P.M., OR
AS SOON THERE AFTER AS POSSIBLE,
IN THE CITY COMMISSION CHAMBERS,
105 S. 2ND ST., FLAGLER BEACH, FL.
THIS PUBLIC HEARING MAY BE
CONTINUED TO A FUTURE DATE OR
DATES. THE TIMES AND DATES OF
ANY CONTINUANCES OF A PUBLIC
HEARING SHALL BE ANNOUNCED
DURING THE PUBLIC HEARING
WITHOUT ANY FURTHER PUBLISHED
NOTICE. THE ORDINANCE MAY BE
VIEWED AT THE ABOVE LOCATION.
INTERESTED PARTIES MAY APPEAR AT
THE MEETING AND BE HEARD WITH
RESPECT TO THE PROPOSED
ORDINANCE.
CITY OF FLAGLER BEACH
P.O. BOX 70, 105 S. 2ND STREET
FLAGLER BEACH, FL 32226
PHONE (386) 517-2000
FAX (386) 517-2008
L2166079, Nov. 10, 2015. It

BRAZILIAN PEPPER REMOVAL AGREEMENT

THIS BRAZILIAN PEPPER REMOVAL AGREEMENT (the "Lease") is made and entered into this 20th day of November, 2015, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as the "City", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "FGM."

WHEREAS, the City owns certain property located at 3600 South Central Avenue consisting of a former golf course (the "Golf Course Property"); and

WHEREAS, the City and FGM have entered into a Lease Agreement for the Golf Course Property pursuant to which FGM shall restore the Golf Course Property to playable condition and continue to operate same; and

WHEREAS, the Golf Course Property has a significant Brazilian Pepper infestation; and

WHEREAS, the City has budgeted \$14,700 in its 2015/2016 annual budget for continued Brazilian Pepper removal on the Golf Course Property; and

WHEREAS, the cost of eradication of the Brazilian Pepper infestation on the Golf Course Property is expected to exceed \$30,000; and

WHEREAS, FGM has offered to complete the eradication of the Brazilian Pepper infestation in exchange for payment of \$14,700 from the City,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto agree as follows:

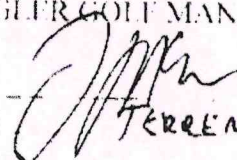
1. Within 90 days of the date of this agreement, FGM shall remove at least 95% of the existing Brazilian Peppers from the Golf Course Property.
2. The City shall pay FGM for the removal of Brazilian Peppers as follows:
 - a. \$13,230 shall be paid by the City upon execution by all parties of this Agreement;
 - b. \$1,470 shall be paid by the City upon completion and approval by the City of the Brazilian Pepper removal conducted by FGM.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

FLAGLER GOLF MANAGEMENT, LLC

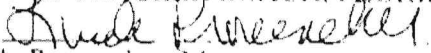
By:

Print:


TERRENCE McMANIS

Its: MGR _____

CITY OF FLAGLER BEACH, FLORIDA

By: 
Linda Provencher, Mayor

Attest:


Penny Osterstreet, City Clerk

DEFAULT CURE EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of September, 2018, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "Lessee".

WHEREAS, on July 27, 2018, Lessor delivered to Lessee a default and cure letter to Lessee related to the condition of the golf course pursuant to the Lease Agreement between the parties; and

WHEREAS, pursuant to the Lease Agreement, Lessor allowed Lessee thirty days to cure the default of the Lease Agreement; and

WHEREAS, on September 9, 2018, the City Commission of the City of Flagler Beach conducted a special meeting to consider whether Lessee had cured the default claimed by Lessor and whether to terminate the Lease Agreement as provided therein; and

WHEREAS, on September 9, 2018, the City Commission of the City of Flagler Beach found Lessee had not cured the default within the thirty days allowed, however, the City Commission postponed the decision as to whether to terminate the Lease Agreement in order to consider alternatives to ensure an effective and lasting cure to the conditions found by the City Commission to constitute a default; and

WHEREAS, Lessee has agreed to the terms contained herein in order to provide assurances that the golf course will be brought back to the condition contemplated in the Lease Agreement and that such condition will be maintained throughout the duration of the Lease Agreement; and

WHEREAS, Lessor, in reliance upon Lessee's assurances contained herein, is willing to agree to an extension of the time allowed for cure of the default cited in the July 27, 2018 default and cure letter related to the condition of the golf course.

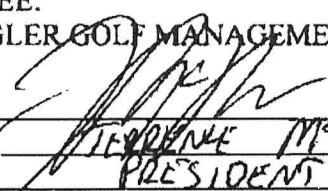
NOW THEREFORE, the parties agree as follows:

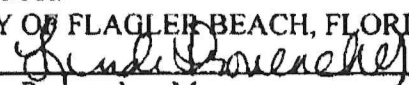
- 1) Lessor agrees to allow Lessee one hundred twenty days from the date of this Agreement to cure the default related to the condition of the golf course (the "Extended Cure Period").
- 2) During said Extended Cure Period, Lessee shall continue its efforts to restore the golf course to a standard that is reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility.
- 3) Within ninety days from the date of this Agreement, Lessee shall have the golf course inspected and evaluated by an independent agronomist with experience in golf courses or similarly qualified professional (the "Qualified Professional") who shall prepare a report addressing whether the golf course is at a standard reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility.
- 4) Lessee shall deliver to Lessor a copy of the independent Qualified Professional's report within five calendar days of Lessee's receipt of same.

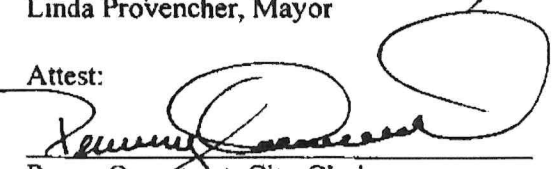
- 5) If the Qualified Professional's report identifies any deficiencies in the condition of the golf course, said deficiencies shall be addressed and resolved by Lessee prior to the expiration of the Extended Cure Period and Lessee shall have the golf course re-inspected and reevaluated by the Qualified Professional prior to the expiration of the Extended Cure Period. Upon completion of the Qualified Professional's reevaluation report, Lessee shall deliver a copy of same to Lessor within five calendar days of Lessee's receipt of the reevaluation report.
- 6) Upon acceptance and approval by Lessor of a report from the Qualified Professional determining the golf course to be at a level reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility, a representative of Lessee and Lessor shall perform a walkthrough of the golf course and photograph each tee box, fairway, and green and the parties shall enter an addendum to the Lease Agreement to incorporate said photographs into the Lease Agreement as the minimum standard to which Lessee shall substantially maintain the condition of the golf course in the future.
- 7) If Lessor disagrees with any findings of Lessee's Qualified Professional's report determining the golf course to be at a level reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility, Lessor shall notify Lessee in writing within fifteen calendar days of delivery of said report and describe in detail the bases for disagreement. If the parties are unable within fifteen calendar days from the date of delivery of such notice to mutually resolve any dispute Lessor has with Lessee's Qualified Professional's report, Lessor may exercise any rights available to it pursuant to the Lease regarding the asserted default.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:
FLAGLER GOLF MANAGEMENT, LLC

By: 
Print: TERRENCE McMANUS
Its: PRESIDENT

LESSOR:
CITY OF FLAGLER BEACH, FLORIDA
By: 
Linda Provencher, Mayor

Attest: 
Penny Overstreet, City Clerk



ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND FLAGLER GOLF MANAGEMENT, LLC FOR THE GOLF COURSE PROPERTY LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of property located at 3600 South Central Avenue ("the Golf Course Property"); and

WHEREAS, the City and Flagler Golf Management, LLC have entered a lease for the Golf Course Property (the "Lease Agreement"); and

WHEREAS, the City and Flagler Golf Management, LLC desire to amend the terms of the Lease Agreement.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

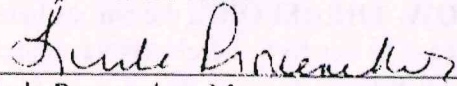
SECTION 1. The First Addendum to the Lease Agreement attached hereto as "Exhibit A" is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

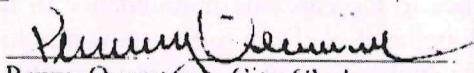
PASSED ON FIRST READING THIS 11TH DAY OF APRIL, 2019.

PASSED AND ADOPTED THIS 25th DAY OF APRIL, 2019.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION


Linda Provencher, Mayor

ATTEST:


Penny Overstreet, City Clerk

FIRST ADDENDUM TO GOLF COURSE LEASE AGREEMENT

THIS FIRST ADDENDUM TO GOLF COURSE LEASE AGREEMENT is made and entered into this 25th day of APRIL, 2019, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, L.L.C., hereinafter referred to as "Lessee".

WHEREAS, on November 20, 2015, Lessor and Lessee entered a Golf Course Lease Agreement; and

WHEREAS, the Golf Course Lease Agreement set forth minimal standards regarding the condition of the greens and fairways; and

WHEREAS, Lessor and Lessee have had disagreements in the past regarding the conditions of the greens and fairways; and

WHEREAS, September 27, 2018, Lessor and Lessee entered a Default Cure Extension Agreement addressing the condition of the greens and fairways; and

WHEREAS, the Default Cure Extension Agreement contemplated the Lessee improving the greens and fairways from the condition in which they existed as of the date of the Default Cure Extension Agreement; and

WHEREAS, Lessee has improved the greens and fairways from the condition in which they existed as of the date of Default Cure Extension Agreement; and

WHEREAS, Lessor is satisfied with the current condition of the greens and fairways as a minimal standard to be maintained; and

WHEREAS, as contemplated in the Default Cure Extension Agreement, the Lessor and Lessee desire to amend the Golf Course Lease Agreement to include the photographs greens and fairways as supplemental documentation of the minimal standard at which the greens and fairways will be maintained.

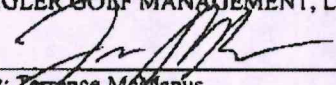
NOW, THEREFORE, the parties hereto agree to the amendment of Section 7.2 of the Golf Course Lease as set forth herein (Note: underlined text indicates additions and ~~strikethrough~~ text indicates deletions):

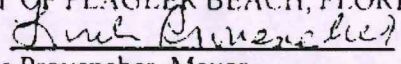
7.2 FAIRWAYS AND GREENS. With specific reference to the care and maintenance of the golf course fairways and greens, Lessee shall perform the duties and conform to the standards listed on the attached Exhibit "B." In addition, the photographs attached as Exhibit "C" are incorporated herein as a photographic representation of the minimal standard at which the greens and fairways shall be maintained and Lessee shall maintain the greens and fairways in a manner substantially similar to said photographs. In the event Lessor receives any written complaints regarding the condition of the fairways and greens, Lessor ~~may~~ shall direct such complaints to Lessee. Lessee shall review and provide a response in writing within ten (10) days to Lessor to each complaint so directed to it.

Lessee's response ~~may~~ shall provide for measures to be taken to correct the issue raised or an explanation of the condition and why no corrective measures are reasonably required.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:
FLAGLER GOLF MANAGEMENT, LLC

By: 
Print: Terrence McManus
Its: President

LESSOR:
CITY OF FLAGLER BEACH, FLORIDA
By: 
Linda Provencher, Mayor

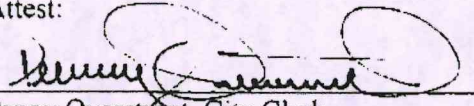
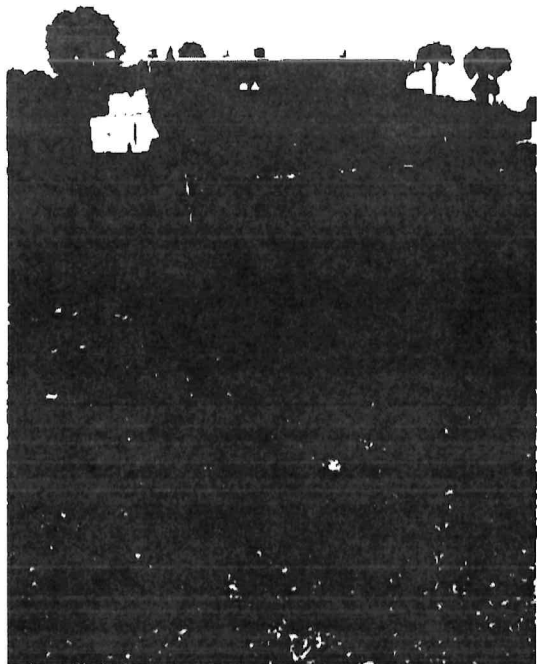
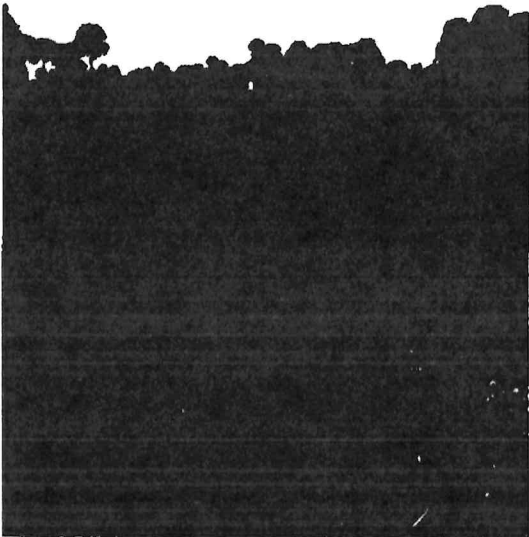
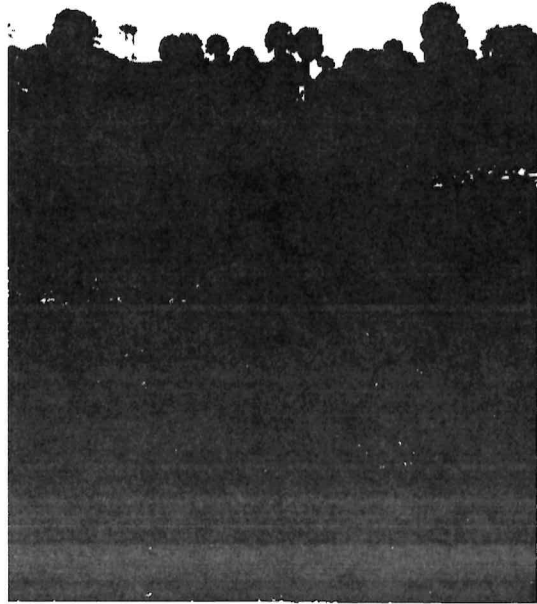
Attest:

Penny Overstreet, City Clerk

Exhibit "C" Hole 1





7/10/2025

3600 S Central Ave
Flagler Beach, FL
32136

VIA EMAIL AND U.S. MAIL

Dale Martin, City Manager
City of Flagler Beach
105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136
dmartin@cityofflaglerbeach.com

RE: Letter of Intent to Purchase Real Property located at 3600 S. Central Ave., Flagler Beach, Florida

Dear Mr. Martin:

This non-binding Letter of Intent ("LOI") sets forth the proposed terms and conditions to purchase the real property located at 3600 S. Central Ave., Flagler Beach, FL 32136 (the "Property"), by **Ocean Palms Golf Club, LLC**, a Florida limited liability company ("OPGC" or "Buyer"), from the **City of Flagler Beach**, a Florida municipal corporation ("City" or "Seller"). The Property consists of two parcels identified by tax parcel numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010, comprising approximately 36.88 acres, and commonly known as the Ocean Palms Golf Course (the "Property").

OPGC plans to use the Property for a golf course and club house to provide a valuable and high-quality recreation, dining and social gathering options for the residents and visitors in Flagler Beach. After the acquisition of the Property, OPGC intends to redesign, redevelop and upgrade the existing golf course from 9 to 12 holes as depicted on the conceptual plan attached as **EXHIBIT "A"** and to replace the current turf with Seashore Paspalum. The golf course will be closed while the course is redeveloped, and the new turf grass is established. In addition, OPGC intends to build a new clubhouse facility, which will consist of, without limitation, a restaurant, bar, indoor putting lab and short game practice area, golf simulators, and fitness area as depicted on the site plan attached as **EXHIBIT "B"**.

These terms of this LOI are subject to satisfactory completion of negotiation, execution and delivery of a formal purchase and sale agreement for the Property ("PSA"). No rights or obligations will arise until the execution of the PSA incorporating the essential terms of this LOI.

1. **Purchase Agreement.** Buyer and Seller shall enter into a definitive Purchase and Sale Agreement ("Purchase Agreement") with the following essential terms:
 - a. **Purchase Price:** The total purchase price for the Property shall be **Eight Hundred One Thousand Three Hundred and Thirty and 00/100 Dollars (\$801,333.00)** (the "Purchase Price").
 - b. **Earnest Money Deposit:** Upon execution of the Purchase Agreement, Buyer shall deposit Ten Thousand Dollars (\$10,000.00) as an earnest money deposit ("Deposit").
 - c. **Closing:** The closing of the purchase (the "Closing") shall occur within thirty (30) days of the satisfaction of the Contingencies (as defined below).
 - d. **Included Assets:** The purchase shall include all existing buildings, equipment, liquor license, water rights, mineral rights, and other assets currently on the Property.



- e. **Deed Restriction.** The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf recreational uses as described in the new clubhouse site plan ("Deed Restriction"). The Deed Restriction will be terminable only by unanimous consent of the City Commission.
 - f. **Drainage Easements.** The Buyer agrees to grant to Seller at Closing drainage easements over the Property for the benefit of the City consistent with St. Johns River Water Management District Permit # 81813-6 and to preserve existing drainage patterns.
2. **Contingencies.** The Buyer's obligation to purchase the Property will be contingent upon the satisfactory completion or waiver of the following conditions ("Contingencies").
- a. **Title Review:** Buyer's review and approval of a preliminary title report and survey ensuring Seller can deliver a clean and marketable title. Buyer shall have ninety (90) ("Contingency Period") days from the effective date of the PSA to satisfy or waive the Contingencies. Buyer shall be entitled to three (3) automatic thirty (30) day extensions of the Contingency Period subject to providing written notice to the City and paying an additional deposit of \$1,000.00 for each extension. If the Contingencies are not satisfied or waived before the end of the Contingency Period, as may be extended, then the PSA will terminate and the Deposit, including any extension deposits, will be refunded to Buyer.
 - b. **Financing:** Buyer securing satisfactory financing for the purchase of the Property and redevelopment of the golf course and clubhouse facilities.
3. **Definitive Agreement.** The parties shall endeavor to negotiate and enter into a definitive PSA incorporating the terms of this LOI within a reasonable time.
4. **Governing Law.** This LOI and the PSA shall be governed by the laws of the State of Florida.
5. **Expiration.** This LOI will expire if not executed by both parties within ninety (90) days from the date above.

If these terms are acceptable, please sign below and return a copy to the undersigned. We look forward to working with the City of Flagler Beach on this exciting project.

Sincerely,
Ocean Palms Golf Club, LLC

By:  _____

Name: Tanuj Seoni

Title: Principal _____



AGREED AND ACCEPTED:
City of Flagler Beach

By: Dale L. Martin

Name: Dale L. Martin

Title: City Manager

Date: Jul 24, 2025





EXHIBIT "A"

CONCEPTUAL PLAN FOR GOLF COURSE
ON FOLLOWING PAGE

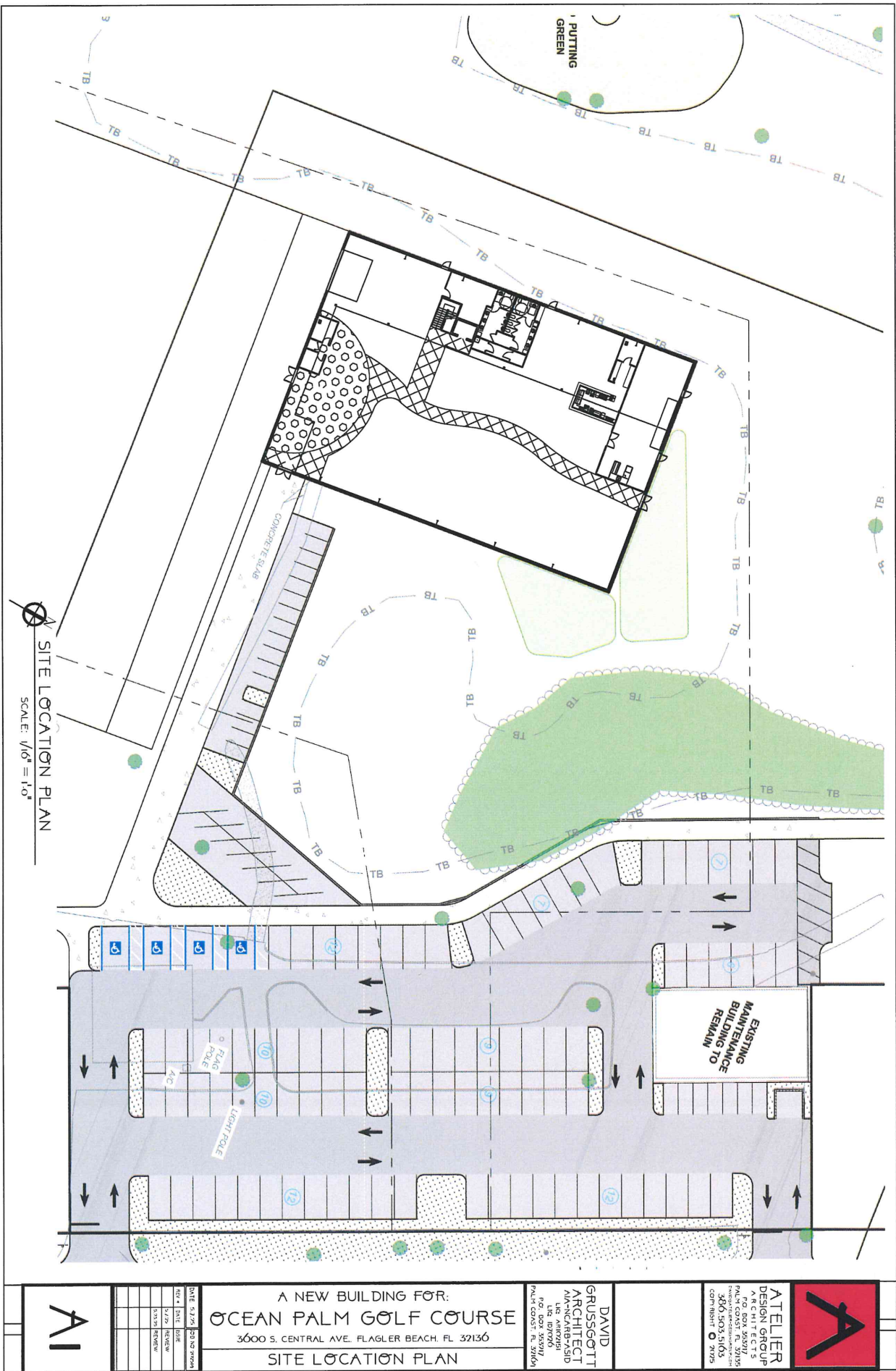


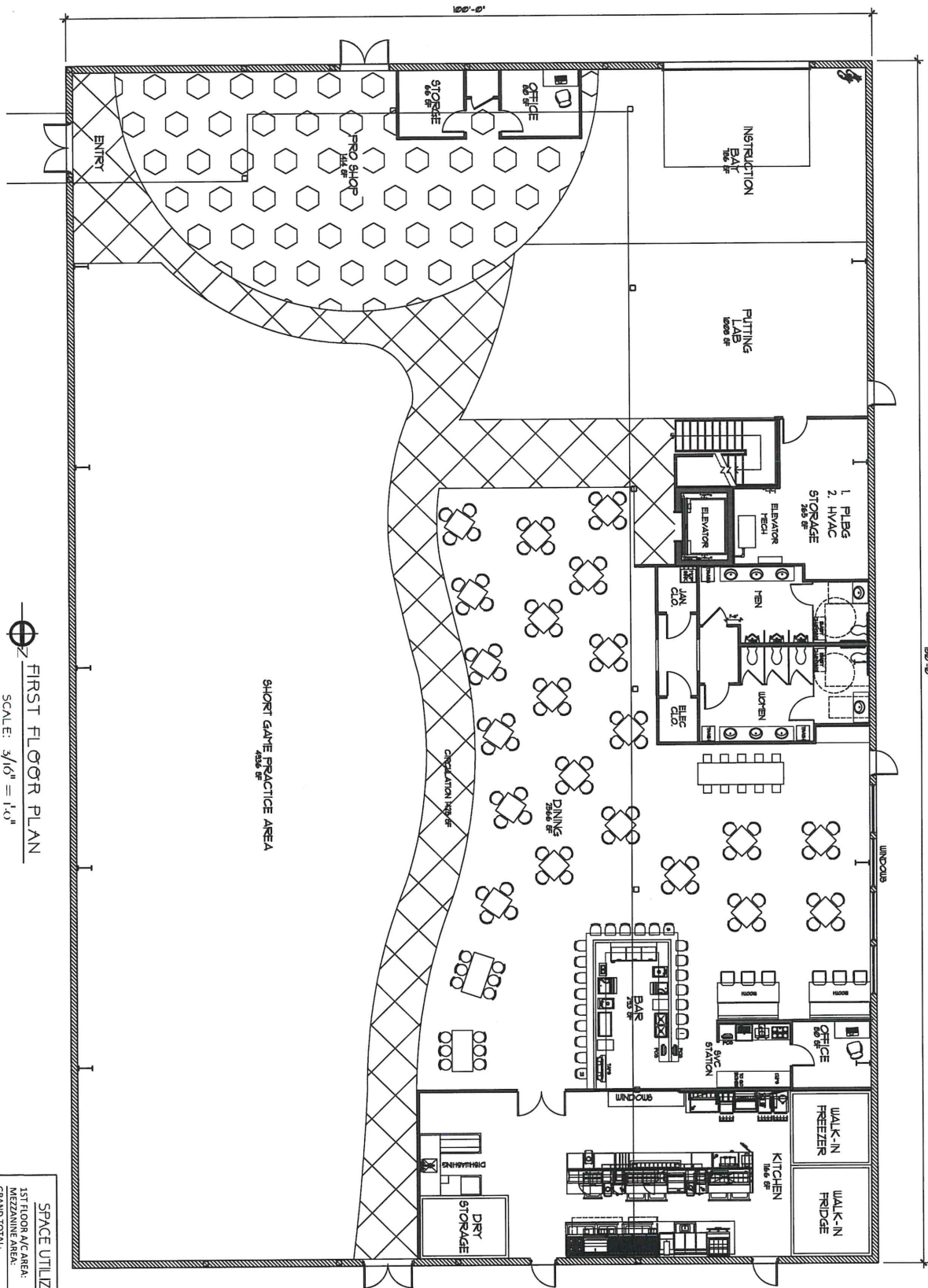
- Green
- Landscaping
- Tee Box
- Sand Trap
- Water
- Cart Path



EXHIBIT "B"

SITE PLAN
ON FOLLOWING PAGES





SPACE UTILIZATION

1ST FLOOR A/C AREA:	15,000 SF.
MEZZANINE AREA:	4,930 SF.
GRAND TOTAL:	19,930 SF.

A2

A NEW BUILDING FOR:
OCEAN PALM GOLF COURSE
 3600 S. CENTRAL AVE. FLAGLER BEACH, FL 32136
FIRST FLOOR PLAN

DAVID
 GRUSGOTT
 ARCHITECT
 AIA-NCARB-ASID
 1101 N. W. 10TH AVE.
 FLD. BOX 35097
 PALM BEACH, FL 33404

ATELIER
 DESIGN GROUP
 ARCHITECTS
 300 S. 30th St.
 Palm Beach, FL 33480
 (561) 833-3100
 (561) 833-3101





SPACE UTILIZATION	
1ST FLOOR A/C AREA:	15,000 SF.
MEZZANINE AREA:	4,930 SF.
GRAND TOTAL:	19,930 SF.



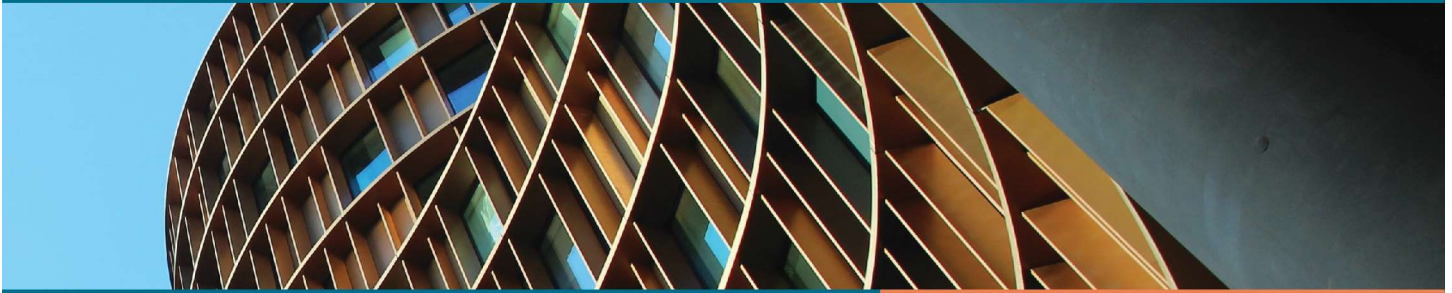
ATELIER
DESIGN GROUP
ARCHITECTS
P.O. BOX 353217
PALM BEACH, FL 33435
DAVID A. TELER • DTEL@ATELIERGROUP.COM
386.503.5163
COPYRIGHT © 2015

**DAVID
GRUSSGOTT
ARCHITECT
AIA-NCARB-ASID
LIC. A1002151
LIC. ID/026
P.O. BOX 353917
PALM COAST, FL 32109**

A NEW BUILDING FOR:
OCEAN PALM GOLF COURSE
3600 S. CENTRAL AVE., FLAGLER BEACH, FL. 32136
MEZZANINE FLOOR PLAN

DATE	5/1/79	BOOK NO	00000000
REV •	DATE	ISSUE	
DATE		REVIEW	

A2



The insight you need. The independence you trust.

Ocean Palm Golf Club

3600 South Central Avenue
Flagler Beach, Florida 32136-4162

BBG File #0125001213

Prepared For

Mr. Dale L. Martin
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136-3672

Report Date

April 22, 2025

Prepared By

BBG, Inc., Ponte Vedra Beach Office
13000 Sawgrass Village Circle, Building 2, Suite 8
Ponte Vedra Beach, FL 32082
813-327-4100

Client Manager: Eric Hoening, MAI
ehoening@bbgres.com

BBG Website

bbgres.com

April 22, 2025

Mr. Dale L. Martin
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136-3672

Re: Appraisal of Real Property
Ocean Palm Golf Club
3600 South Central Avenue
Flagler Beach, Florida 32136-4162
BBG File #0125001213

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared.

The subject is a nine-hole golf course located on the west side of South Central Avenue in Flagler Beach, Florida. The property is owned by the City of Flagler Beach and is leased to an operator who runs the golf course. The site area is 36.88± acres zoned REC, Recreation and MDR, Medium Density Residential. The city and lessee are in discussions of a potential sale of the property to the lessee, which would include a deed restriction limiting the property to use as a golf course in perpetuity.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the

Extraordinary Assumption(s) This appraisal employs no extraordinary assumptions.

Hypothetical Condition(s) This appraisal employs no hypothetical conditions.

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

April 22, 2025

Page 2

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



Eric Hoening, MAI
State-Certified General Real Estate Appraiser
RZ2406
813-327-4101
ehoening@bbgres.com



Drake DeRango
State-Certified General Real Estate Appraiser
RZ4058
407-590-2212
dderango@bbgres.com

TABLE OF CONTENTS

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Reconciliation 22

Certification 23

Standard Assumptions and Limiting Conditions 24

Addenda 28

SUBJECT PHOTOGRAPHS



SUBJECT PHOTOGRAPHS



AERIAL PHOTOGRAPH



SUMMARY OF SALIENT FACTS

APPRAISAL INFORMATION

Client	City of Flagler Beach 105 South 2nd Street Flagler Beach, FL 32136-3672
Intended User(s)	City of Flagler Beach
Intended Use	Internal decision making purposes
Property Rights Appraised	As Is Market Value - Fee Simple
Date of Inspection	February 7, 2025
Marketing Time (Months)	12
Exposure Time (Months)	12
Most Probable Purchaser	Owner-User
Highest and Best Use	
If Vacant	Residential development

PROPERTY DATA

Property Name	Ocean Palm Golf Club
Address	3600 South Central Avenue Flagler Beach, Florida 32136-4162
Location	West side of South Central Avenue at terminus of Clubhouse Drive
Property Description	9 Hole Golf Course
County	Flagler County
Parcel Number	29-12-32-0000-01010-0000 29-12-32-0000-01010-0010
Census Tract No.	0603.02
Site Area	1,606,494 square feet (36.88 acres)
Zoning	MDR, REC; Medium Density Residential, Recreation
Flood Zone/Map Number/Date	Zone AE 12035C0261E June 6, 2018

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

PROPERTY TRANSACTION HISTORY

To the best of our knowledge, the property is not currently under contract or listed for sale. There have been no other known transactions of the subject property within the three years prior to the effective date of this appraisal. Parcel ID 29-12-32-0000-01010-0010 was acquired in 2022 as summarized in the following table.

PROPERTY TRANSACTION HISTORY	
Recent Transaction - Parcel ID 29-12-32-0000-01010-0010	
Sale Date	March 8, 2022
Deed Book/Page	2667/1231
Sale Price	\$0
Grantor	John C. Ledbetter
Grantee	City of Flagler Beach

SCOPE OF WORK

The scope of work best defines the needs of the client(s) and intended user(s) of the report and dictates what factors an appraiser considered during the valuation process. The scope of work summarized below has been deemed acceptable as it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser’s peers’ actions would be in performing the same or a similar assignment. As such, the scope of work summarized below is deemed appropriate for this assignment based on its parameters and will produce credible assignment results. Additional scope details are included in appropriate sections of this report.

SCOPE OF THE INVESTIGATION									
General and Market Data Analyzed	- Regional economic data and trends - Floodplain status - Zoning information - Assessor’s information - Interviewed professionals knowledgeable about the subject’s property type and market								
Inspection Details	Drake DeRango and Eric Hoening, MAI performed a property inspection on February 6, 2025.								
Data Sources	<table><tr><th colspan="2">DATA SOURCES</th></tr><tr><td>Site Size</td><td>Assessor's Records</td></tr><tr><td>Building Size</td><td>Assessor's Records</td></tr><tr><td>Zoning Information</td><td>Planning Dept</td></tr></table>	DATA SOURCES		Site Size	Assessor's Records	Building Size	Assessor's Records	Zoning Information	Planning Dept
DATA SOURCES									
Site Size	Assessor's Records								
Building Size	Assessor's Records								
Zoning Information	Planning Dept								
VALUATION METHODOLOGY									
Most Probable Buyer	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable buyer of the subject property. Based on the analyses presented, the most probable buyer of the subject property would be an Owner-User								
Valuation Methods Utilized	This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Since no improvements exist on site, the Cost Approach is not relevant. The property generates no income and is not typically marketed, purchased or sold on the basis of anticipated lease income; thus, the Income Capitalization Approach was precluded.								

DEFINITIONS

Pertinent definitions, including the definition of market value, are included in the glossary, located in the *Addenda* of this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ^[1]

LEVEL OF REPORTING DETAIL

Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

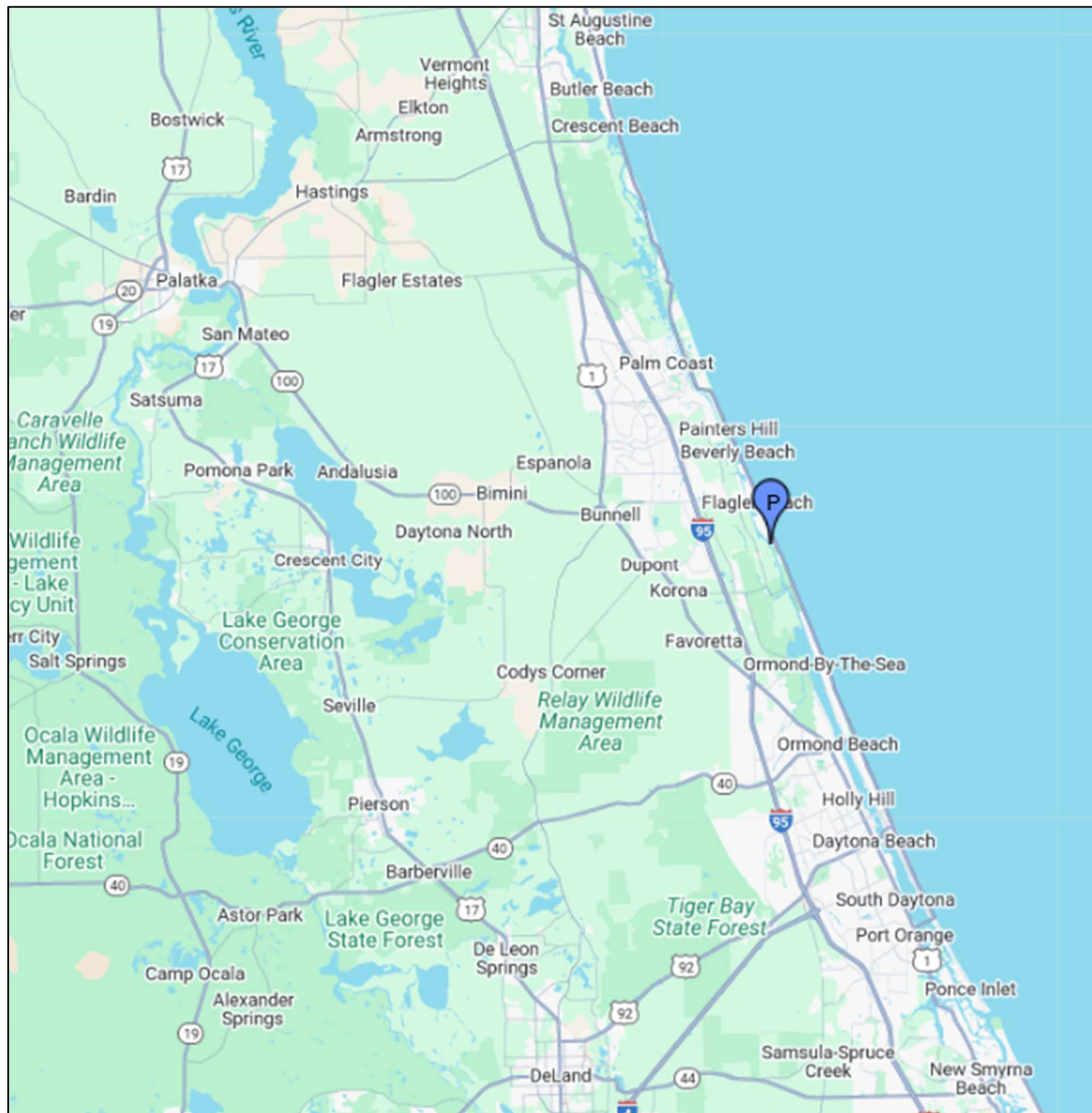
This report is prepared as an **Appraisal Report**. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

^[1] (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

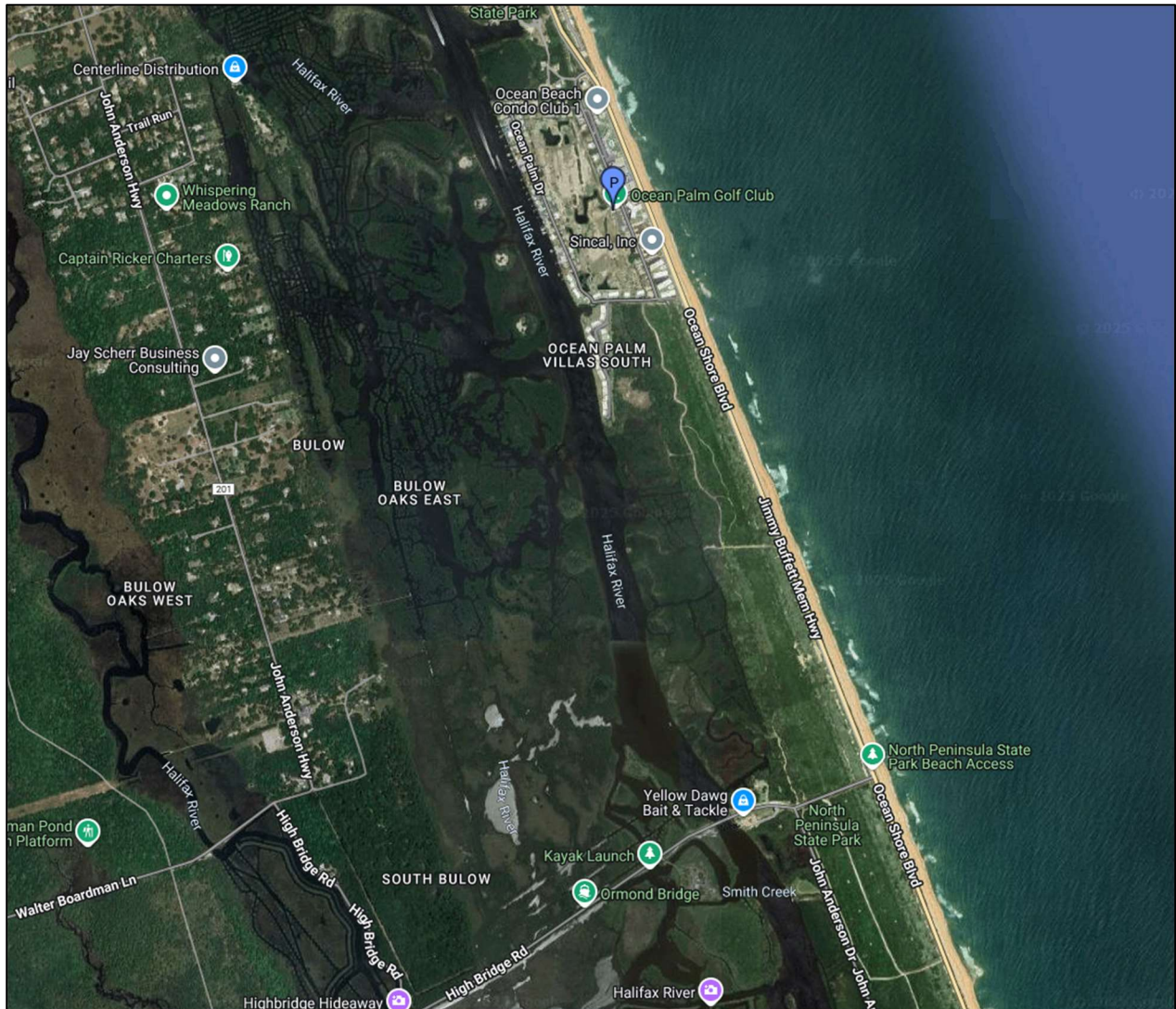
REGIONAL OVERVIEW

The subject is located in the southern portion of Flagler Beach, Florida. Flagler Beach, Florida, is a coastal city in Flagler County with an estimated population of 5,541 as of July 1, 2023. The city is part of the Deltona-Daytona Beach-Ormond Beach metropolitan area and is known for its scenic beaches. Tourism plays a significant role in the local economy; in 2021, Flagler County attracted approximately 963,500 visitors, generating over \$824 million in economic impact and supporting nearly 4,400 direct tourism-related jobs. The area's attractions, including the Flagler Beach Pier and natural parks, contribute to its status as a popular destination for both residents and visitors.

REGIONAL MAP



SURROUNDING AREA MAP



PROPERTY DESCRIPTION

As discussed, the property is improved with a nine-hole golf course. The course was originally constructed in the early 1960s before falling into disrepair and eventually being vacated in the mid-2000s. The course was purchased by the City of Flagler Beach in 2013. Since this time, multiple operators have taken over the course with minimal upgrades made to the golf grounds or stormwater retention areas. The current operator took over the course in early 2024 and is currently in discussions with the city to purchase the course. Any potential sale would include a deed restriction limiting the property to golf course use.

The building improvements are comprised of a 1,560 SF clubhouse building and a 2,196 SF cart barn. These buildings are in poor condition and nearing the end of their useful lives. The course and associated buildings are currently in poor condition with significant deferred maintenance. The property is still in operation as a golf course; however, the greens and fairways are in very poor condition and require significant repairs.

GENERAL SITE DESCRIPTION OVERVIEW			
Location	West side of South Central Avenue at terminus of Clubhouse Drive		
Parcel Number	29-12-32-0000-01010-0000		
Latitude, Longitude	29.430314, -81.105465		
Site Area	1,606,494 square feet (36.88 acres)		
Configuration	Generally Rectangular		
Topography	Undulating		
Drainage	Appears adequate		
Utilities/Municipal Services	Typical utilities and municipal services available to site.		
Flood Zone(s)	<u>Zone</u>	<u>Map</u>	<u>Date</u>
	Zone AE	12035C0261E	June 6, 2018
	Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.		
Census Tract No.	0603.02		
Easements, Encroachments and Deed Restrictions	There are no known detrimental easements, encroachments or other restrictions that would adversely affect the site's use or marketability.		
Frontage	300' along South Central Avenue		
Access	via South Daytona Avenue, no existing curb cut		
Visibility	Average		
Surrounding Land Uses	Single family residential, vacant residential land		
Site Utility	Average		

ZONING	
Designation	REC
Description	RECREATION
Zoning Intent	REC - RECREATION The purpose of this district is to provide for sites and facilities that offer leisure time opportunities to the residents of the city. It is intended that residential uses and structures will be excluded from these areas. Though a commercial use of these areas may pertain, commercial structures other than specified as accessory will be excluded.
Permitted Uses	Playgrounds, athletic fields, parks, beaches, piers, golf courses

ZONING	
Designation	MDR
Description	Medium Density Residential, Recreation
Zoning Intent	MDR - MEDIUM DENSITY RESIDENTIAL The provisions of this district are intended to apply to areas for medium density development which allows for a variety of housing types and certain other activities compatible with residential development. Density: one unit per 3,000 square feet, except where noted in Schedule 2. The regulations of this district are intended to protect and preserve the residential areas in accordance with the city's Future Land Use Map.
Permitted Uses	Single family residential, two-family, townhouse, multifamily dwellings

ZONING MAP



FLOOD MAP



PROPERTY ASSESSMENT AND TAX ANALYSIS

The subject's assessment and taxes for each parcel are summarized below via the Flagler County Tax Collector. The subject is taxed at a higher assessed value for school millage categories due to a 10% cap on assessment increases in Florida that applies to all non-school millage categories. 2024 taxes are summarized in the following table.

PARCEL ID 29-12-32-0000-01010-0000

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
FLAGLER COUNTY					
GENERAL FUND	7.8695	\$170,852.00	\$0.00	\$170,852.00	\$1,344.52
ESL	0.1250	\$170,852.00	\$0.00	\$170,852.00	\$21.36
2015 G O BONDS	0.1148	\$170,852.00	\$0.00	\$170,852.00	\$19.61
2009/2016 ESL BONDS	0.1250	\$170,852.00	\$0.00	\$170,852.00	\$21.36
FLAGLER COUNTY SCHOOL BOARD					
GENERAL FUND	3.1170	\$171,516.00	\$0.00	\$171,516.00	\$534.62
DISCRETIONARY	0.7480	\$171,516.00	\$0.00	\$171,516.00	\$128.29
CAP. OUTLAY	1.5000	\$171,516.00	\$0.00	\$171,516.00	\$257.28
CITY OF FLAGLER BEACH	5.4500	\$170,852.00	\$0.00	\$170,852.00	\$931.14
EAST FLAGLER MOSQUITO CTRL	0.3250	\$170,852.00	\$0.00	\$170,852.00	\$55.53
ST. JOHNS RIVER WATER MGMT	0.1793	\$170,852.00	\$0.00	\$170,852.00	\$30.63
FL INLAND NAVIGATION DISTRICT	0.0288	\$170,852.00	\$0.00	\$170,852.00	\$4.92
Total Ad Valorem Taxes	19.5824				\$3,349.26

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

PARCEL ID 29-12-32-0000-01010-0010

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
FLAGLER COUNTY					
GENERAL FUND	7.8695	\$379,481.00	\$0.00	\$379,481.00	\$2,986.32
ESL	0.1250	\$379,481.00	\$0.00	\$379,481.00	\$47.44
2015 G O BONDS	0.1148	\$379,481.00	\$0.00	\$379,481.00	\$43.56
2009/2016 ESL BONDS	0.1250	\$379,481.00	\$0.00	\$379,481.00	\$47.44
FLAGLER COUNTY SCHOOL BOARD					
GENERAL FUND	3.1170	\$379,481.00	\$0.00	\$379,481.00	\$1,182.84
DISCRETIONARY	0.7480	\$379,481.00	\$0.00	\$379,481.00	\$283.85
CAP. OUTLAY	1.5000	\$379,481.00	\$0.00	\$379,481.00	\$569.22
CITY OF FLAGLER BEACH	5.4500	\$379,481.00	\$0.00	\$379,481.00	\$2,068.17
EAST FLAGLER MOSQUITO CTRL	0.3250	\$379,481.00	\$0.00	\$379,481.00	\$123.33
ST. JOHNS RIVER WATER MGMT	0.1793	\$379,481.00	\$0.00	\$379,481.00	\$68.04
FL INLAND NAVIGATION DISTRICT	0.0288	\$379,481.00	\$0.00	\$379,481.00	\$10.93
Total Ad Valorem Taxes	19.5824				\$7,431.14

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

DELINQUENCY

According to the Flagler County Tax Collector, 2024 taxes have been paid and there are no delinquent taxes.

HIGHEST AND BEST USE

INTRODUCTION

The highest and best use is the reasonable, probable, and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest value. These criteria are often considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. A financially feasible use is precluded if it is legally prohibited or physically impossible. If a reasonable possibility exists that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the analysis with such an assumption.

HIGHEST AND BEST USE CRITERIA

The site's highest and best use is analyzed both as vacant and as improved, and if improvements are proposed then an as proposed analysis is required. In all cases, the property's highest and best use must meet four criteria: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

Legal restrictions include deed restrictions, CC&R's, lease encumbrances, zoning requirements, building codes, historic district controls and environmental regulations, and were previously analyzed to determine legally permitted uses. Legally, most of the subject is zoned REC, Recreation, which allows only open spaces and recreational uses. There is also a portion of the site zoned MDR, Medium Density Residential. Permitted uses in the MDR zoning district include single family residential, townhomes, and multifamily.

We have appraised the subject under the assumption that any sale would restrict the property to use as a golf course, which is considered the only legally permissible use of the subject. No other legal restrictions have been identified that would limit development of the property beyond the development standards stipulated by municipal code.

PHYSICALLY POSSIBLE

Size, shape, topography, soil condition, availability of utilities, transportation access, surrounding uses, and locational characteristics were previously analyzed to determine which legal land uses are physically possible and which are best to conform to the physical and locational aspects of the site and its setting with respect to the neighborhood and community. Overall, the physical site attributes result in adequate utility, and the property is physically capable of supporting a variety of uses on the site. The existing structures and golf course on the site are in poor condition, however continued use as a golf course is physically possible.

FINANCIALLY FEASIBLE

Financial feasibility is determined by the relationship of supply and demand for the legally probable land uses versus the cost to create them. As shown in the Sales Comparison Approach, golf course properties with similar zoning districts the subject have been acquired for continued golf course use, and this use is considered to be financially feasible.

MAXIMALLY PRODUCTIVE

The final test of highest and best use of the site as vacant is that the use be maximally productive, yielding the highest return to the land. As discussed, any sale of the property would be under the condition that the property will only be used for recreational golf course use, therefore golf course use is the maximally productive use of the site.

VALUATION PROCESS

Valuation in the appraisal process generally involves three techniques, including the Cost Approach, Sales Comparison Approach and the Income Capitalization Approach.

These three valuation methods are defined in the following table:

VALUATION METHODS	DEFINITION
Cost Approach	In this approach, value is based on adding the contributing value of any improvements (after deductions for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts.
Sales Comparison Approach	In this approach, recent sales of similar properties in the marketplace are compared directly to the subject property. This comparison is typically accomplished by extracting "units of comparison", for example, price per square foot, and then analyzing these units of comparison for differences between each comparable and the subject. The reliability of an indication found by this method depends on the quality of the comparable data found in the marketplace.
Income Capitalization Approach	In this approach, a property is viewed through the eyes of a typical investor, whose primary objective is to earn a profit on the investment principally through the receipt of expected income generated from operations and the ultimate resale of the property at the end of a holding period.

VALUATION METHODS UTILIZED

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Golf courses like the subject that are in poor condition are not typically analyzed based on the income generated, and therefore the Income Capitalization Approach has not been developed. The improvements on the site are in poor condition and provide minimal contributory value, therefore the Cost Approach has not been developed.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

SALES COMPARISON APPROACH - LAND VALUATION

METHODOLOGY

The Sales Comparison Approach is employed to develop an opinion of land value. In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold sites in the surrounding or competing area to the subject property. To determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

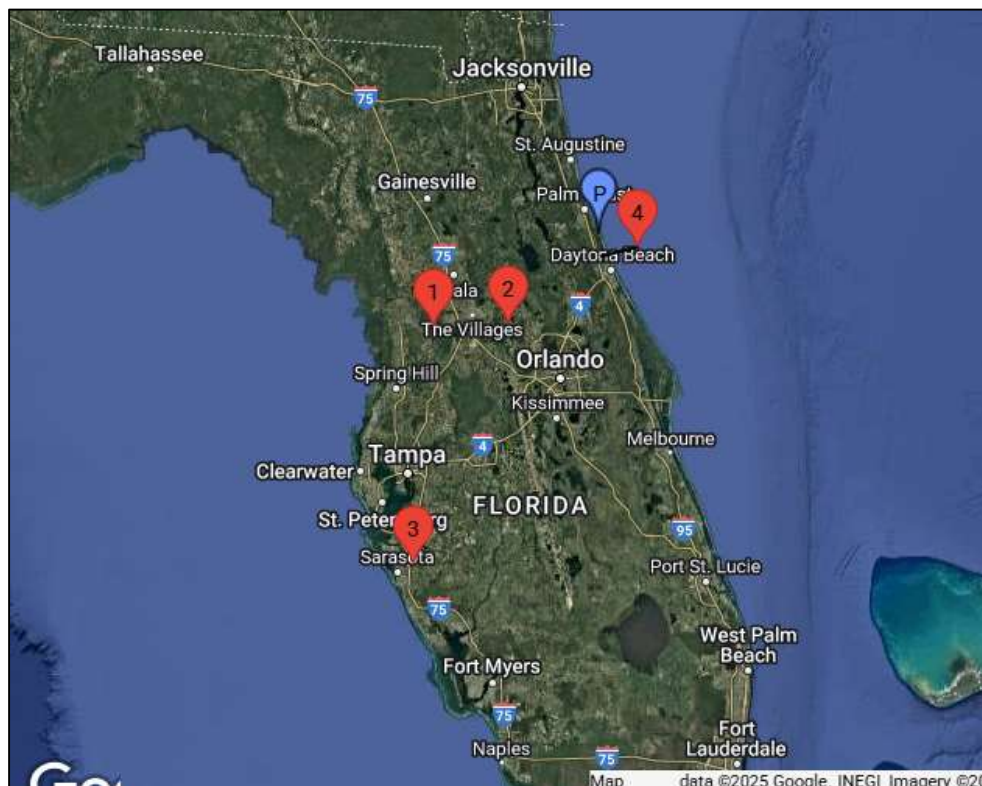
UNITS OF COMPARISON

Based on market behavior observed, the most appropriate unit of comparison for this analysis is price per square foot.

COMPARABLE LAND SALES

Our search for comparable sales focused on golf courses across the state, with a focus on nine-hole courses and courses that are in poor condition or nonoperational. We have searched for sales within a four-year period of the effective appraisal date. On the following pages, we present a summary of the properties that we compared to the subject property, a map showing their locations, and the adjustment process.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SALES SUMMARY

SUMMARY OF LAND SALES										
Comp No.	Property / Location	Date of Sale / Status	Property Rights	Site Size (Net Acres)	Site Size (Net SF)	Zoning	Property Use	Sale Price	Price per Acre (Net)	Price per SF (Net)
1	ZenWoods Golf Club 95 South Golf Harbor Path Inverness, FL	Mar-25 Closed	Fee Simple	30.05	1,308,961	PDR, Planned Development Residential	9 Hole Golf Course	\$610,000	\$20,300	\$0.47
2	Wedgewood Golf course 12635 County Road 44 Grand Island, FL	Nov-24 Closed	Fee Simple	22.55	982,278	PUD, Planned Unit Development	9 Hole Golf Course	\$650,000	\$28,825	\$0.66
3	Legacy Golf Club 8255 Legacy Boulevard Lakewood Ranch, FL	Mar-24 Closed	Fee Simple	129.00	5,619,240	PD-MU, Planned Development	18 Hole Golf Course	\$3,167,500	\$24,554	\$0.56
4	Tomoka Oaks Golf Course 20 Tomoka Oaks Boulevard Ormond Beach, FL	Apr-21 Closed	Fee Simple	146.06	6,362,374	PRD, Planned Residential Development	18 Hole Golf Course	\$2,600,000	\$17,801	\$0.41
Subj.	Ocean Palm Golf Club 3600 South Central Avenue Flagler Beach, Florida	---	---	36.88	1,606,494	MDR/REC, Golf Course Use Only	9 Hole Golf Course	---	---	---

COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Ocean Palm Golf Club 3600 South Central Avenue Flagler Beach, Florida	ZenWoods Golf Club 95 South Golf Harbor Path Inverness, FL	Wedgewood Golf course 12635 County Road 44 Grand Island, FL	Legacy Golf Club 8255 Legacy Boulevard Lakewood Ranch, FL	Tomoka Oaks Golf Course 20 Tomoka Oaks Boulevard Ormond Beach, FL
Date of Sale / Status	---	Mar-25 Closed	Nov-24 Closed	Mar-24 Closed	Apr-21 Closed
Property Rights	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size (Acres)	36.88	30.05	22.55	129.00	146.06
Site Size (SF)	1,606,494	1,308,961	982,278	5,619,240	6,362,374
Sale Price	-----	\$610,000	\$650,000	\$3,167,500	\$2,600,000
Zoning	MDR/REC, Golf Course Use	PDR	PUD	PD-MU	PRD
Property Use	9 Hole Golf Course	9 Hole Golf Course	9 Hole Golf Course	18 Hole Golf Course	18 Hole Golf Course
Unadjusted Price per Acre (Net)	-----	\$20,300	\$28,825	\$24,554	\$17,801
Transactional Adjustments					
Property Rights Conveyed	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%
Financing Terms					
Adjustment		0%	0%	0%	0%
Conditions of Sale					
Adjustment		0%	0%	0%	0%
Market Conditions	Feb-25	Mar-25	Nov-24	Mar-24	Apr-21
Adjustment		0%	0%	2%	8%
Total Transactional Adjustments		0%	0%	2%	8%
Adjusted Price per Acre (Net)		\$20,300	\$28,825	\$25,045	\$19,225
Property Adjustments					
Location		Similar 0%	Inferior 5%	Similar 0%	Similar 0%
Net Site Size (SF)	1,606,494	1,308,961 0%	982,278 -15%	5,619,240 10%	6,362,374 15%
	MDR/REC, Golf Course Use Only	Similar	Similar	Similar	Similar
Zoning / Intended Use		0%	0%	0%	0%
Shape / Configuration		Similar 0%	Similar 0%	Similar 0%	Similar 0%
	All Available	Superior	Superior	Superior	Superior
Infrastructure / Condition		-5%	-5%	-15%	-5%
Total Property Adjustments		-5%	-15%	-5%	10%
Indication for Subject per Acre (Net)		\$19,285	\$24,501	\$23,793	\$21,147

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

PROPERTY RIGHTS CONVEYED

This adjustment accounts for any impact that the property rights transferred to the buyer may have on sale price. For leased fee properties, the length of leases in place and the relationship of market to contract rent could impact value. Some properties may have stronger appeal to an owner-user or an investor, resulting in a premium or discount associated with fee simple property rights. If a buyer acquires the leasehold interest in a comparable, then an adjustment may be necessary that accounts for the impact to the of ground rent and/or risk associated with the expiration of the ground lease to the sale price.

Each of the comparables transferred the Fee Simple estate and no adjustment is necessary for this factor..

FINANCING TERMS

This category accounts for differences in financing terms associated with the transaction. Financing arrangements that may require an adjustment include mortgage assumptions (at favorable interest rates), seller buydowns, installment sales, wrap-around loans, or any other atypical financing arrangements that do not represent cash-equivalent terms.

None of the sales had atypical financing terms and no adjustment is necessary.

TERMS/CONDITIONS OF SALE

Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. This may include such factors as seller distress (short sale, REO, auction) or buyer motivation (assemblage, etc.). In some situations, the conditions of sale may significantly affect transaction prices. Properties that are listed for sale may require adjustments herein to account for any disparity between asking prices and the achievable sale price anticipated.

There were no atypical sale terms for any of the comparables and no adjustment is necessary for this factor.

MARKET CONDITIONS

This adjustment category accounts for differences in economic conditions between the effective date of appraisal and the transaction date of the comparable, such as may be caused by changing supply and demand factors, rental rates, vacancy rates and/or capitalization rates.

The comparables transacted between April of 2021 and March of 2025. Market conditions have generally improved since this period and no adjustment is necessary for this factor.

LOCATION

The appeal of a property's location to users of and/or investors in a particular property type can influence value significantly. This factor broadly considers the impact of demographics, geographical attributes, access to transportation networks and local land use trends on pricing. Comparisons of location can often be derived, or even quantified, by examining rent, vacancy, capitalization rate, and land value trends in the subject and directly competitive areas.

Comparables 1 and 2 have more rural locations as compared to the subject and have been adjusted upward for this factor. Comparable 2 has a superior location in Southwest Florida and has been adjusted downward. Comparable 4 is located in Volusia County like the subject and has not been adjusted

SITE SIZE (SF)

Size and pricing typically have an inverse relationship, whereby larger sites tend to achieve lower pricing on a per-square-foot basis. This is attributable to economies of scale, as well as the narrower pool of prospective buyers for a larger property.

Comparable 2 is smaller than the subject and has been adjusted downward for this factor. Comparables 3 and 4 are each larger than the subject and have been adjusted upward for this factor.

ZONING / INTENDED USE

The value of vacant land is largely contingent upon its potential use. This factor considers the uses permitted by the applicable development standards, per the subject's zoning designation. The maximum density to which a property can be developed typically impacts total value positively; however, depending upon property type, location, and type of construction higher permitted densities can have an inverse relationship to pricing on a per-unit or per-square-foot basis.

Each of the comparables have similar zoning requirements to the subject and can only be used as golf courses. No adjustment is necessary for this factor.

SHAPE / CONFIGURATION

The configuration, shape, dimensions and depth of a site determine its developability and overall utility. These factors can impact development costs, usable area of the site, and thereby, achievable pricing. The subject site is comprised of a single parcel.

All of the comparables were considered similar to the subject and no adjustments were required for this category.

INFRASTRUCTURE/CONDITION

Infrastructure adjustments may reflect differences in utility availability/capacity, developmental plans or other outside influences.

The golf courses at each comparable property were in superior condition as compared to the subject upon their sale dates. Each comparable has been adjusted downward for this factor.

LAND VALUE CONCLUSION

After adjustments, the comparable land sales reflect a range from \$19,285 to \$24,501 per square foot. Each of the comparables are located in the State of Florida and are considered reliable indicators of value. Comparables 1 and 2 are nine hole golf courses and have recently transacted and are given primary weight. Secondary weight is placed on Comparable 4, which is located close to the subject but is the oldest comparable data point.

Based on the data available and the analyses presented, the indicated value of the land by the Sales Comparison Approach is \$22,000 per square foot, calculated in the following table.

LAND VALUE CONCLUSION	
Indicated Value per Acre (Net)	\$22,000
Acres (Net)	x 36.88
Indicated Value	\$811,361
Rounded to nearest \$50,000	\$800,000

RECONCILIATION

MARKET VALUE - VALUATION RELIANCE

As discussed, the property is a golf course that is in poor condition and in need of renovation. The Sales Comparison Approach is the only applicable valuation approach to generate a market value opinion of the property. The improvements on the site are in poor condition providing no contributory value to the site, therefore the Cost Approach is inapplicable. The property generates no rental income and therefore the Income Approach has not been utilized and is also judged to be inapplicable to the subject. We have utilized only the Sales Comparison Approach to estimate a value for the property.

CONCLUDED OPINION OF VALUE

Based on the inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion(s).

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

MARKETING TIME AND EXPOSURE TIME

The property is located in an established residential area and remaining vacant land parcels are being developed with single family residential uses. Given the activity levels in the area, believe it would sell within 12 to 18 months at the appraised market value. The exposure time is also estimated at 12 to 18 months; however, it could be slightly longer than the marketing time depending on any improvement in the market.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Florida.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Eric Hoening, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, AI Practicing Affiliate Drake DeRango has completed the Standards and Ethics Education Requirements/education program for Practicing Affiliates of the Appraisal Institute.
13. Eric Hoening, MAI has and Drake DeRango has made a personal inspection of the property that is the subject of this report.
14. No one provided significant real property appraisal assistance to the person signing this certification.
15. Eric Hoening, MAI has not and Drake DeRango has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
16. The use of this report is subject to the requirements of the Florida Real Estate Appraisal Board relating to review by its duly authorized representatives. As of the date of this report, is a State Certified Appraiser and has completed the continuing education requirements for the State of Florida.



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STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.

- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
 - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
 - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
 - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the

inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the opinion of insurable replacement cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable replacement cost purposes. The Appraisers are not familiar with the definition of insurable replacement cost from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraisers are not cost experts in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.

- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
- 13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

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BBG is an independent, third-party provider of commercial real estate valuation, advisory, environmental, and engineering services.

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- + Healthcare
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- + Lease and Cost Analysis
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- + Arbitration & Consulting
- + Estate Planning
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment Analysis
- + Tax Appeals
- + Litigation Support
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- + ASC 805 Business Combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for Reporting Net Asset Values (NAV)
- + Public and Non-traded REIT Valuations
- + Valuations for Litigation & Litigation Support
- + Sale-Leaseback Valuation Analysis
- + Valuations for Bankruptcy/Fresh Start Accounting
- + Cost Segregation Analysis

Assessment

- + Environmental Due Diligence
 - + Phase I/II ESA
 - + TSA, RSA, & other Streamlined Services
- + Property Condition Reports
 - + Debt/Equity
- + Construction Risk Management
- + Survey Services
- + Zoning Services
- + Seismic Services
- + HUD
- + Energy Efficiency Services
- + Indoor Air Quality
 - + IAQ/Radon
 - + ACM/LBP

ADDENDA

GLOSSARY

Appraisal: (noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.⁷

Appraisal Practice: valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.⁷

Appraisal Review: (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment, (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.⁷

Appraiser: one who is expected to perform valuation services competently and in a manner that is independent, impartial and objective.⁷

Appraiser's Peers: other appraisers who have expertise and competency in a similar type of assignment.⁷

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.¹

Asset:

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

Asset: A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.²

Assignment: a valuation service that is provided by an appraiser as a consequence of an agreement with a client.⁷

Assignment Conditions: Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulation, jurisdictional exceptions, and other conditions that affect the scope of work.⁷

Assignment Elements: Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.⁷

Assignment Results: An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.⁷

Bias: a preference or inclination that precludes an appraiser's impartiality, independence, or objectivity in an assignment.⁷

Business Enterprise: an entity pursuing an economic activity.⁷

Business Equity: the interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).⁷

Capital Expenditure: Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as Cap Ex.¹

Cash Equivalency Analysis: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.¹

Client: the party or parties (i.e., individual, group or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.⁷

Condominium Ownership: A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real estate.¹

Confidential Information:

1: information that is either:

- Identified by the client as confidential when providing it to a valuer and that is not available from any other source, or
- Classified as confidential or private by applicable law or regulation.

2: Information that is either

- Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or
- Classified as confidential or private by applicable law or regulation *
- NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. Significant liability exists for appraisers should they fail to comply with these FTC rules.⁷

Cost: the actual or estimated amount required to create, reproduce, replace or obtain a property.⁷

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.¹

Credible: worthy of belief.⁷

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.¹

Disposition Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Economic Life: The period over which improvements to real estate contribute to property value.¹

Effective Date: the date to which the appraiser's analysis, opinions and conclusions apply, also referred to as date of value.⁷

Effective Gross Income Multiplier (EGIM): The ratio between the sale price (or value) of a property and its effective gross income.¹

Effective Rent: Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.¹

Exposure Time: an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effect date of the appraisal.⁷

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.⁷

Fair Market Value:

1. In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. For example, one definition of *fair market value* provided by the Internal Revenue Service for certain purposes is as follows: The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate. (IRS Regulation §20.2031-1)¹

Fair Share:

1. A share of a fund or deposit that is divided or distributed proportionately.
2. A share of a burden or obligation that is divided proportionately; e.g., a tenant in a multitenant building or development may be required to pay a pro rata share of the building's operating expenses based on the number of square feet the tenant occupies. In a shopping center, the tenant's share of operating costs is often stated as a fraction, with the gross leasable area of the tenant's premises as the numerator and the gross leasable area or gross leased area of the entire shopping center as the denominator.
3. The share of a trade area that a retail facility is likely to capture; assumes that capture is a function of property size as a proportion of the overall inventory of competitive space in the trade area, i.e., that the facility captures a "fair share" of the trade area.¹

Fair Value:

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).¹
3. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.²

Feasibility Analysis: a study of the cost benefit relationship of an economic endeavor.¹

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.¹

Going Concern:

1. An established and operating business having an indefinite future life.
2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.¹

Gross Building Area (GBA):

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.¹

Highest and Best Use:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)¹

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.⁷

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.¹

Inspection: Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector.¹

Insurable Value: A type of value for insurance purposes.¹

Intangible Property (intangible Assets): Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.⁷

Intended Use: the user(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.⁷

Intended User: the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.⁷

Internal Rate of Return ("IRR"): The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y).¹

Investment Value: 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)¹

Jurisdictional Exception: an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.⁷

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.¹

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.¹

Liquidation Value: The most probable price that a specified interest in real

property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Load Factor: A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of useable area from the rentable area and then dividing the difference by the useable area:¹

Load Factor =

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

Market Value: a type of value stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.⁷

Market Value "As If Complete" On The Appraisal Date: Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

Market Value of the Total Assets of the Business: The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.⁴

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.).³

Mass Appraisal: the process of valuing a universe of properties as of a given date using standard methodology, employing common data and allowing for statistical testing.⁷

Mass Appraisal Model: a mathematical expression of how supply and demand factors interact in a market.⁷

Misleading: intentionally or unintentionally misrepresenting, misstating or concealing relevant facts or conclusions.⁷

Net Lease: A lease in which the landlord passes on all expenses to the tenant. See also lease.¹

Net Rentable Area (NRA): 1) The area on which rent is computed. 2) The

Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.⁵

Penetration Ratio (Rate): The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.¹

Personal Inspection: a physical observation performed to assist in identifying relevant property characteristics in a valuation service.⁷

Personal Property: any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal", such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails or designs for digital tokens.⁷

Physical Characteristics: attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgement.⁷

Price: the amount asked, offered or paid for a property.⁷

Prospective opinion of value. A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.¹

Real Estate: an identified parcel or tract of land, including improvements, if any.⁷

Real Property: the interests, benefits and rights inherent in the ownership of real estate.⁷

Reconciliation: A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.¹

Relevant Characteristics: features that may affect a property's value or marketability such as legal, economic or physical characteristics.⁷

Reliable Measurement: [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.²

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.¹

Replacement Cost: The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.¹

Report: any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.⁷

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.¹

Scope of Work: the type and extent of research and analyses in an appraisal or appraisal review assignment.⁷

Signature: personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses and the conclusions in the report.⁷

Stabilized value: A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

Substitution: The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.³

Total Assets of a Business: Total assets of a business is defined by the Appraisal Institute as “the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit).”

Use Value:

The value of a property assuming a specific use, which may or may not be the property’s highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.¹

Valuation Service: a service pertaining to an aspect of property value, regardless of the type of service and whether it is performed by appraisers or by others.⁷

Value: the monetary relationship between properties and those who buy and sell, or use those properties, expressed as an opinion of the worth of a property at a given time.⁷

Workfile: data, information and documentation necessary to support the appraiser’s opinions and conclusions and to show compliance with USPAP.⁷

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). ² Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser*, IFRS Website, www.ifrs-ebooks.com/index.html. ³ Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). ⁴ This definition is taken from “Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon,” *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. ⁵ Financial Publishing Company, *The Real Estate Dictionary*, 7 ed. ⁶ U.S. Treasury Regulations. ⁷ USPAP 2020-2021

LETTER OF ENGAGEMENT



January 12, 2025

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Attention: Mr. Dale L. Martin, City Manager
via email: dmartin@cityofflaglerbeach.com

RE: **Proposal to Provide Appraisal Services**
Ocean Palm Golf Club
3600 S. Central Avenue
Flagler Beach, FL 32136

Parcel IDs: 29-12-32-0000-01010-0000
29-12-32-0000-01010-0010

PROPOSAL SPECIFICATIONS

Purpose Premise	To provide the following value opinions for the above referenced property: As Is Market Value
Property Rights Appraised	Fee simple
Client	City of Flagler Beach
Intended Use	Internal decision-making purposes
Intended Users	City of Flagler Beach
Scope of Work	The appraisal will utilize all applicable approaches to develop the above referenced values and be presented in a narrative report meeting the requirements of an Appraisal Report per USPAP.
Appraisal Standards	Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
Fee	\$3,600
Delivery	No more than 3 weeks from engagement The above delivery dates are contingent upon immediate receipt of pertinent data requested in Exhibit A.
Retainer	None
Expenses	Fee quoted includes all expenses

Payment Terms

Full payment is due and payable upon delivery of the report

Electronic payment using the information below:

Bank of America Acct#: 488038497058

Payment via ACH - Routing #: 111000025

Payment via Wire - Routing#: 026009593

RE: Invoice#: Please reference BBG's file # from the document

Report Copies

1 Email PDF to the client; hard copies available upon request

The attached Terms and Conditions of the Engagement are deemed part of this Appraisal Services Agreement and are incorporated fully herein by reference and shall apply to any appraisal reports, contract or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acceptance of such Terms and Conditions of the Engagement, as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. Use of this appraisal report constitutes acknowledgement and acceptance of the Terms and Conditions of the Engagement, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

Client acknowledges and agrees that BBG may anonymize all property and operational information ("Client Data") provided and aggregate with other anonymized data from other Clients and/or other sources and use such aggregated, anonymized Client Data in existing or future BBG product offerings. BBG shall process the Client Data in a manner that renders the form and source of the Client Data unidentifiable to any other Client or third party. We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Hoening', with a long horizontal flourish extending to the right.

Eric Hoening, MAI
Senior Managing Director
813-629-6329
ehoening@bbgres.com
as an agent of BBG, Inc.

AGREED AND ACCEPTED



Jan 21, 2025

Signature

Date

Dale L. Martin

City Manager

Name

Title

(386) 517-2000

dmartin@cityofflaglerbeach.com

Phone Number

Email

If entity responsible for payment is different from entity engaging, please provide contact information below:

Name

Email

____ Phone Number

If Site/Data Contact are different from entity engaging, please provide contact information below:

Name

Email

Phone Number

Terms and Limiting Conditions of the Engagement

The Terms and Limiting Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof

shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
 - f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
 - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.

- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
 - i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.
2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
 3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
 4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
 5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
 6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.
13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.

EXHIBIT A

Data Requested

Data to be furnished as applicable or available:

- Will advise

Additional information may be requested during the course of the assignment.

COMPARABLE LAND SALES

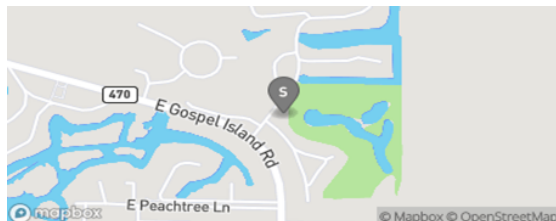
Sale #1
ZenWoods Golf Club

95 South Golf Harbor Path

Inverness, FL 34450-1930

Citrus County

BBG Property #1203418


Property Data
Improvement Details

Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	28.860681 / -82.2733
Parcel ID #	20E19S02 2A000	Number of Buildings	0
Year Built	0	Year Renovated	N/A
Quality		Condition	
Class		Construction Details	
Gross Building Area	0 SF	Rentable Area	0 SF
# Rooms	0		
Number of Stories	0	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	4509.01
Site Size (Gross)	1,308,961 SF (30.05 acres)	Site Size (Net)	1,308,961 SF (30.05 acres)

Sale Transaction Data for BBG Event #1381669 on 3/3/2025

				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	3/3/2025	Consideration	\$610,000	\$0.00	\$0.00	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	0%	Cash Equivalent Price	\$610,000	\$0.00	\$0.00	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	RC Beck, LLC					
Grantee	Sunshine Fairways, LLC					
Comments	Sale of a golf course property in Inverness, Florida. The property was purchased for continued operation as a golf course. The					
Verification	4/21/2025					
	Public Records					

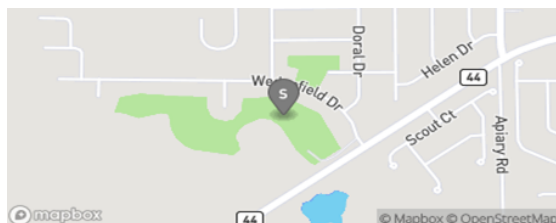
Sale #2
Wedgewood Golf course

12635 County Road 44

Grand Island, FL 32735-9291

Lake County

BBG Property #1203327


Property Data
Improvement Details

Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	28.879166 / -81.7481
Parcel ID #	31-18-26-0004-000-01700 31-18-26-0003-000-01300	Number of Buildings	0
Year Built	0	Year Renovated	N/A
Quality		Condition	
Class		Construction Details	
Gross Building Area	0 SF	Rentable Area	0 SF
# Rooms	0		
Number of Stories	0	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	0303.06
Site Size (Gross)	3,345,408 SF (76.80 acres)	Site Size (Net)	982,278 SF (22.55 acres)

Sale Transaction Data for BBG Event #1381572 on 11/8/2024

				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	11/8/2024	Consideration	\$650,000	\$0.00	\$0.00	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	0%	Cash Equivalent Price	\$650,000	\$0.00	\$0.00	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	John R. Haraz					
Grantee	JAT Investment Group Inc.					
Comments	Sale of a vacant golf course property. The property is about 60% wetlands with a nine-hole golf course. The property is zoned PUD as part of the adjoining residential subdivision, and must remain open space under the PUD approvals. The property may be used as a golf course but cannot be improved with additional structures. The listing broker confirmed that the contract price was \$750,000, and the buyers allocated \$650,000 to the real estate and \$100,000 to mowing equipment, golf balls, tractors, etc.					
Verification	4/21/2025					
	Lake County Zoning Department					

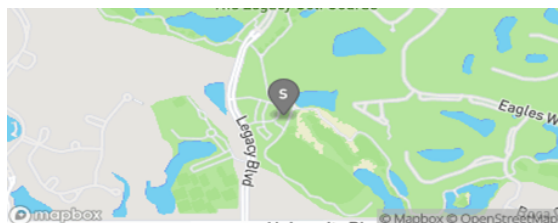
Sale #3
Legacy Golf Club

8255 Legacy Boulevard

Lakewood Ranch, FL 34202-2514

Manatee County

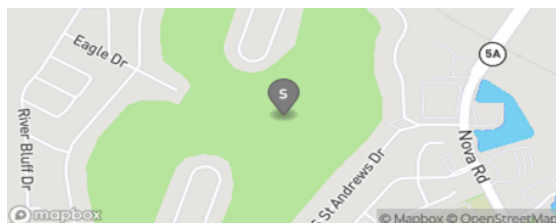
BBG Property #1179581



Property Data						
Improvement Details						
Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	27.389889 / -82.4155			
Parcel ID #	5884-0108-9, 5884-0143-9, 5884-0150-9, 5884-0107-9, 5884-0111-9, 5884-0155-9, 5884-0117-9, 5884-0137-9, 5884-0128-9, 5884-0147-9, 5884-0112-9	Number of Buildings	1			
Year Built	1997	Year Renovated	N/A			
Quality	Average	Condition	Average			
Class	Class C	Construction Details				
Gross Building Area	13,110 SF	Rentable Area	13,110 SF			
# Rooms	0	Land to Building Ratio	428.62			
Number of Stories	1	Floor Area Ratio	0.00			
Opportunity Zone	No	Census Tract	0020.16			
Site Size (Gross)	5,619,240 SF (129.00 acres)	Site Size (Net)	5,619,240 SF (129.00 acres)			
Sale Transaction Data for BBG Event #1357265 on 3/13/2024			PSF (GBA)	PSF (Rentable)	Per Room	
Transaction Date	3/13/2024	Consideration	\$3,167,500	\$241.61	\$241.61	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	100%	Cash Equivalent Price	\$3,167,500	\$241.61	\$241.61	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Owner					
Grantor	Legacy Golf Holdings, LLC					
Grantee	HGC Lakewood Ranch, LLC					
Record Info	202441025167					
Comments	Course length is 6,958 yards, with a 74.0 rating and a 145 slope. The course was purchased for renovations and continued use as a golf course.					
Verification	4/8/2025 Press Release					

Sale #4
Tomoka Oaks Golf Course

20 Tomoka Oaks Boulevard
 Ormond Beach, FL 32174-3843
 Volusia County
 BBG Property #1203411


Property Data
Improvement Details

Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	29.294393 / -81.0934
Parcel ID #	324207000010	Number of Buildings	0
Year Built	0	Year Renovated	N/A
Quality		Condition	
Class		Construction Details	
Gross Building Area	0 SF	Rentable Area	0 SF
# Rooms	0		
Number of Stories	0	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	0808.07
Site Size (Gross)	6,362,374 SF (146.06 acres)	Site Size (Net)	6,362,374 SF (146.06 acres)

Sale Transaction Data for BBG Event #1381681 on 4/21/2021

				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	4/21/2021	Consideration	\$2,600,000	\$0.00	\$0.00	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	0%	Cash Equivalent Price	\$2,600,000	\$0.00	\$0.00	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	EJTS Holding, LLC					
Grantee	Triumph Oaks of Ormond Beach I, LLC					
Comments	Sale of a golf course property in Ormond Beach. The property was purchased by a developer who attempted to rezone the property to allow single family development. The rezoning application was denied in April of 2024.					
Verification	4/21/2025					
	Secondary Sources					

APPRAISER QUALIFICATIONS AND LICENSE

Profile

Eric Hoening, MAI is a Senior Managing Director in Florida for BBG covering key MSAs including Tampa Bay, Orlando, Southwest Florida, Jacksonville, North Florida and the panhandle, and the Florida Keys. He has over 25 years of experience in the real estate industry specializing in valuation, financial analysis, consultation, complex sensitivity modeling, discounted cash flow analysis, real estate and tangible tax appeals, market and feasibility studies, highest and best use analyses, and appraisal review.

Preceding BBG, Eric was the Director of Valuation and Advisory Services for JBM Institutional Multifamily Advisors where his primary responsibilities included sourcing asset dispositions, financial analysis, underwriting for existing apartment investments, new construction, land development opportunities and fractured condominiums. These skills were integral in the developing of BOV (Broker Opinion of Value) proposals, offering memorandums and dynamic marketing campaigns. Other responsibilities included tracking development pipelines, construction, operational trends and disposition activity. Another key role is as a transaction manager coordinating between buyer and seller throughout the engagement, marketing, due diligence, closing and post-closing periods. During this 2.5-year tenure, Eric was directly involved in transaction activity that totaled approximately 16,000 multifamily units and a volume of \$1.65 billion.

Other previous experience includes senior appraiser positions at Tropical Realty Appraisal Services, Gillis & Associates and R/E Marketing Consultants. Each of these Florida based firms focused on valuation and consultation of every segment of real estate including multifamily, retail, hospitality, office, industrial, special purpose properties, and all types of vacant land. Engagements ranged traditional fee-based appraisals and consultations to complex eminent domain and litigation assignments.

Professional Affiliations

Appraisal Institute
MAI Designation

Licences

Certified General Real Estate Appraiser

State of Alabama	(License No. G01443)
State of Florida	(License No. RZ2406)
State of Georgia	(License No. 342304)
State of New York	(License No. 46000053107)
State of Ohio	(License No. ACGO.2019005571)
State of Tennessee	(License No. 6033)

Education

Florida State University, Bachelor of Science, 1994, Majors in Real Estate and Entrepreneurship/Small Business Management

The Florida State University Real Estate program offered various courses in several real estate disciplines including appraisal, market analysis, and the legal environment. All continuing education requirements have been completed for the Appraisal Institute and respective state licensing boards. Numerous courses and seminars have been attended and completed throughout the 25+ year career.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HOENING, ERIC CHARLES

201 N FRANKLIN ST STE 1850
TAMPA FL 33602

LICENSE NUMBER: RZ2406

EXPIRATION DATE: NOVEMBER 30, 2026

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ISSUED: 10/17/2024

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Profile

Drake DeRango is an Appraiser at BBG in the Jacksonville office. He has experience in the valuation of a variety of property types including medical and professional office buildings, retail buildings, distribution centers, hotels, shopping centers, restaurants, and special use properties.

Prior to joining BBG, Mr. DeRango was a Senior Analyst at JLL Valuation and Advisory Services where he performed commercial appraisal and advisory services for a variety of clients including lenders, private sector developers, and governmental entities for mortgage underwriting and portfolio valuation purposes.

Preceding his time at JLL, Mr. DeRango was an Analyst at Integra Realty Resources – Jacksonville where assignments included working with a team of appraisers on multiple property portfolios for right-of-way acquisition cases including eminent domain condemnation cases for the Florida Department of Transportation. Mr. DeRango has also worked with DeRango, Best and Associates in Orlando, Florida as an Analyst performing market rent studies and feasibility analysis for private sector developers as well as appraisal assignments for banking clients.

Professional Affiliations

Appraisal Institute

Candidate for MAI Designation

General Certified Appraiser:

State of Florida, Certified General Real Estate Appraiser (License No. RZ 4058)

Education

Bachelor of Science Finance, Financial Services, University of North Florida

Coursework

Appraisal Institute Courses:

General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach
General Appraiser Sales Comparison Approach
General Appraiser Report Writing and Case Studies
Florida Appraisal Laws and Regulations
Appraisal of Fast Food Facilities
Basic Hotel Appraising – Limited Service Hotels
Managing Appraiser Liability



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DERANGO, DRAKE WALLACE

6278 DUPONT STATION COURT
UNIT 2
JACKSONVILLE FL 32217

LICENSE NUMBER: RZ4058

EXPIRATION DATE: NOVEMBER 30, 2026

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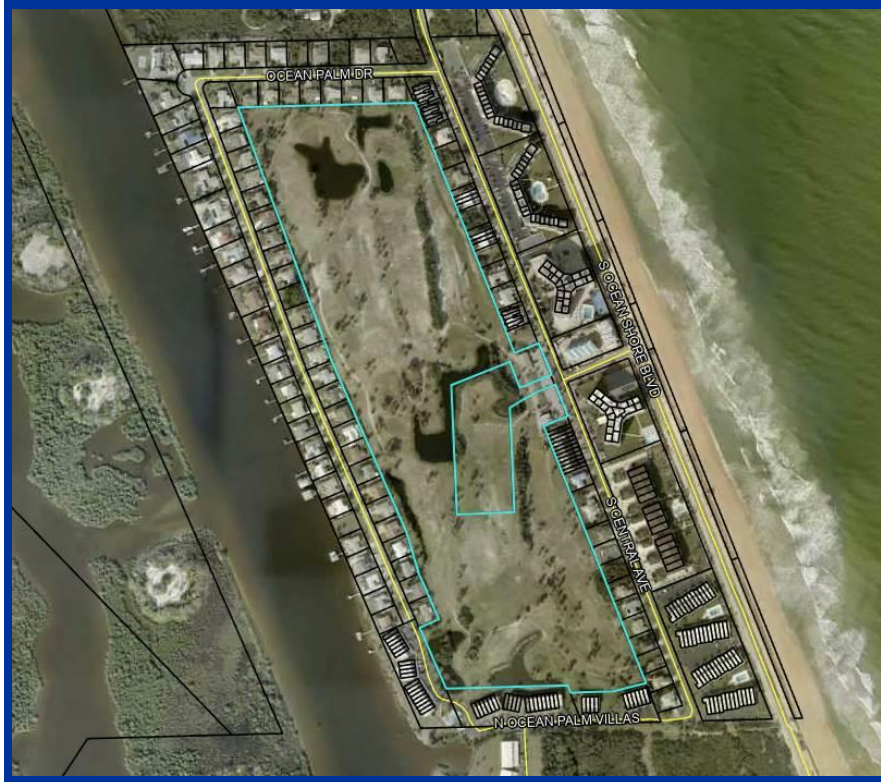
ISSUED: 11/28/2024

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APPRAISAL REPORT



**OCEAN PALM GOLF CLUB
3600 S. CENTRAL AVE.
FLAGLER BEACH, FL 32136**

PREPARED FOR

**MR. DALE L. MARTIN
CITY MANAGER
105 S. 2ND STREET
FLAGLER BEACH, FL 32136**

AS OF

MARCH 10, 2025



HEFFINGTON & ASSOCIATES

911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161



HEFFINGTON & ASSOCIATES, LLC

911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

March 12, 2025

Mr. Dale L. Martin
City Manager
105 S. 2nd Street
Flagler Beach, FL 32136

RE: Ocean Palm Golf Club
3600 S. Central Ave
Flagler Beach, FL 32136

Dear Mr. Martin:

In accordance with your request, I hereby submit an "appraisal report" on the above referenced parcel. The intended use of this appraisal was to provide an opinion of the market value to assist in potential sale negotiations. The intended user is the City of Flagler Beach, c/o Mr. Dale L. Martin. The date of valuation is March 10, 2025. This property is appraised as a fee simple estate, subject to typical mortgage loan encumbrances and utility easements

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation or specific valuation.

After careful investigation, it is my opinion that the Market Value of the subject property, as of March 10, 2025, was:

SEVEN HUNDRED NINETY-FOUR THOUSAND DOLLARS

(\$794,000)

The supporting data and the analyses and conclusions upon which this opinion of value is based are contained in the attached narrative appraisal report. Included in this report and addenda are pertinent exhibits such as maps and drawings.

The valuation analyses contained herein are intended to adhere to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. Furthermore, the appraiser has complied with the competency provision under the USPAP.

R. TODD HEFFINGTON, MAI
CERT GEN RZ2368



Mr. Dale Martin
March 12, 2025
Page Two

This value opinion is predicated on the assumption that there are no materials on, or in, the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

The Appraisal Institute conducts a program of continuing education for its designated members. Those members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under the program.*

Should you have any questions concerning this report, please do not hesitate to contact this office.

Respectfully submitted,

HEFFINGTON & ASSOCIATES

A handwritten signature in black ink, appearing to read 'R. Todd Heffington', written over a horizontal line.

*R. Todd Heffington, MAI
Cert Gen RZ2368

RTH/Enclosures

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ADDENDUM

ZONING MAP
FUTURE LAND USE MAP
FLOOD ZONE MAP
SOILS MAP
QUALIFICATIONS OF THE APPRAISER

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

To the best of my knowledge and belief:

1. The statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
9. Unless stated herein, I have made a thorough inspection and careful investigation of the property herein described.
10. Unless stated herein, no one provided significant real property appraisal assistance to the person signing this certification.
11. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
14. That, as of the date of this report, the undersigned has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
15. Heffington & Associates has performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



R. Todd Heffington, MAI
Cert Gen RZ2368
X Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

None

EXTRAORDINARY ASSUMPTIONS

The appraisal assignment includes the extraordinary assumption that the subject will be deed restricted to golf course use only, to include associated golf course buildings and accessory uses such as a restaurant, pro shop, etc. This assumption is considered reasonable as the restriction was defined by the owner, the City of Flagler Beach. The use of this extraordinary assumption, if found to be false, could have an effect on the value conclusions herein.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.
7. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made, therefore.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

EFFECTIVE DATE OF APPRAISAL	March 10, 2025
DATE OF REPORT	March 12, 2025
PROPERTY OWNERS NAME(S) & ADDRESS	City of Flagler Beach 105 S. 2 nd St. Flagler Beach, FL 32136
STREET ADDRESS OR LOCATION	3600 S. Central Ave., Flagler Beach, FL 32136
BRIEF LEGAL DESCRIPTION	Please reference legal description presented on the site survey within this report.
PROPERTY INSPECTION Dates of Inspection:	February 6, and March 10, 2025
SITE DATA: Site Size: Land Use Category: Zoning: Present Use/Improvements:	36.905± Acres (Provided Survey) Golf Course & High Density (Appraised as restricted for Golf Course Use Only) Recreational & Medium Density Residential by Flagler County Municipal Golf Course
VALUE INDICATIONS: Estimated Market Value:	\$794,000

APPRAISAL REPORT

IDENTIFICATION OF THE SUBJECT

The subject is a municipally owned golf course currently known as Ocean Palm Golf Club. It is located at 3600 S. Central Avenue, Flagler Beach, Flagler County, Florida.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop and report an opinion of market value of the subject property, based on the extraordinary assumption that it will be restricted to golf course uses only and associated buildings and accessory uses. The property is appraised as a fee simple estate, subject to typical mortgage loan encumbrances and utility easements.

INTENDED USE AND USER

The intended use of this appraisal was to provide an opinion of the market value to assist in potential sale negotiations. The intended user is the City of Flagler Beach, c/o Mr. Dale L. Martin.

MARKET VALUE DEFINITION

A current definition of Market Value is:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

PROPERTY INTEREST APPRAISED

The subject is appraised as a Fee Simple Estate subject to typical mortgage loan encumbrances and utility easements. As defined in the Dictionary of Real Estate Appraisal published by the

¹FDIC Interagency Appraisal and Evaluation Guidelines, December 2010

American Institute of Real Estate Appraisers, a fee simple estate is the "*Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.*"

SCOPE OF WORK AND APPRAISAL DEVELOPMENT

The scope of this assignment requires providing a written report on the estimated market value of the subject property. The scope included a personal inspection of the subject property, review of public records concerning the subject and other neighborhood properties, and an analysis of any information provided by the owner(s) or their representative.

Market data utilized in the valuation process was gathered using public records, tax assessment records, other appraisers, local REALTORS® and licensed real estate salesmen, online sales and listing services, and through field inspections of comparable properties. Market data gathered includes sales and listings of properties with similar use potential as that of the subject. The subject's highest and best use was estimated to be as redevelopment and is appraised as vacant land. Therefore, the search for market data involved sales of vacant properties with similar use potential and amenities as the subject. The search involved Volusia and Flagler Counties and surrounding areas. Attempts were made to confirm all sales utilized in this report. If a sale could not be verified by contacting and interviewing either the buyer or seller, other individuals with knowledge of the transaction, such as a real estate agent involved in the transaction, other appraisers, and/or public officials, then public data was relied upon for the confirmation. In the latter instances, the sale write-up sheet identifies that the sale was only confirmed through public records.

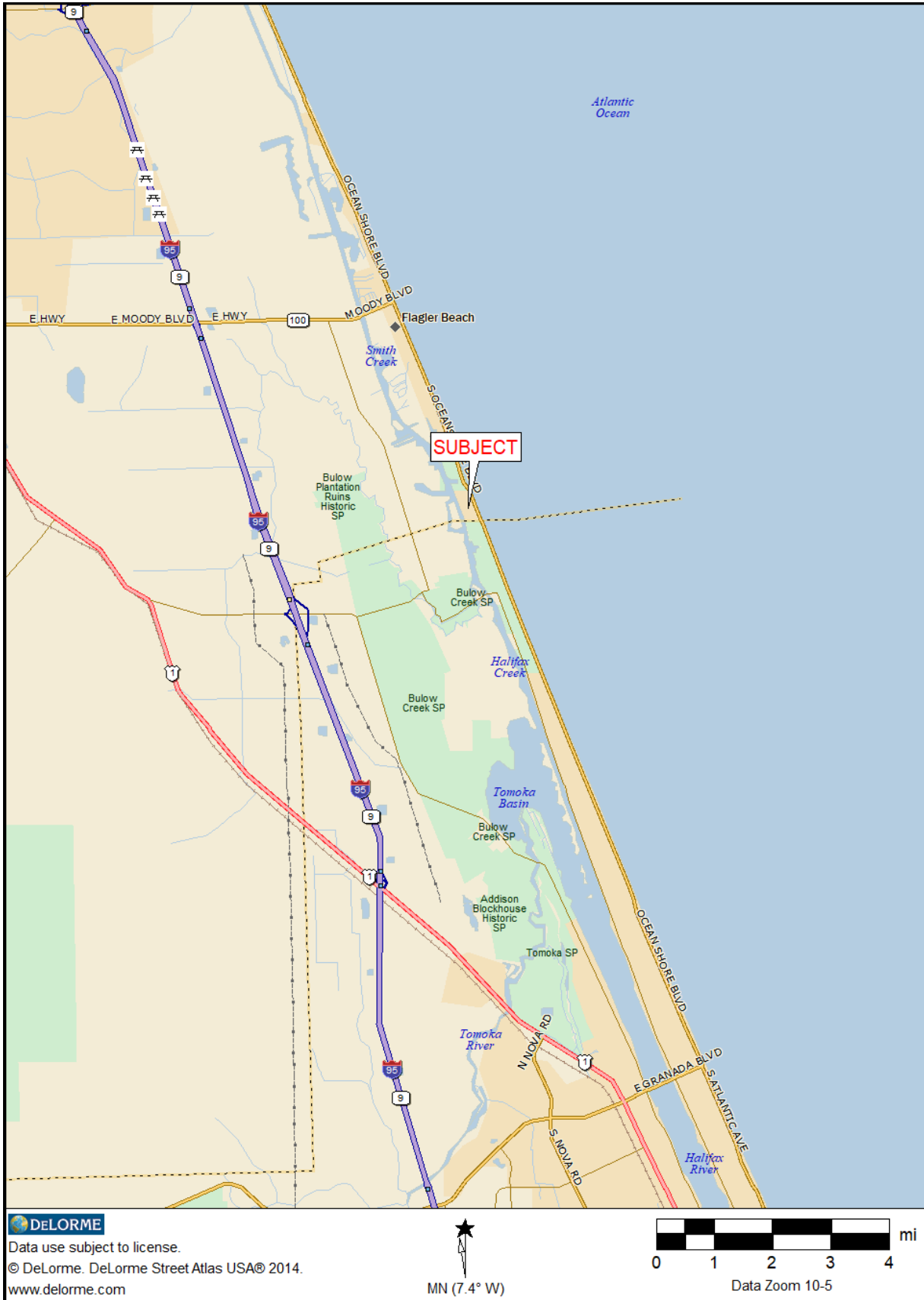
A highest and best use analysis is part of this assignment, including consideration of all the physically possible, legally permissible, financially feasible, and maximally productive uses of the subject property. That analysis is detailed in this report. The data utilized to value the subject is based on this highest and best use conclusion.

The appraisal process involved developing a Direct Sales Comparison Approach for the land in its as vacant condition, based on direct comparison of the most relevant market transactions to the subject property. Adjustments are applied to the comparable market transactions for any significant differences between the comparable property and the subject property. After all relevant comparisons and adjustments, the resulting value indications from the comparable transactions are reconciled to form the basis for the final market value estimate.

Reporting Option:

This appraisal is presented in an "Appraisal Report" format in accordance with standards rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. This reporting format is consistent with the intended use of the appraisal. It is the intent of this appraisal report to comply with contemporary report writing standards as well as the standards and report writing requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.

MARKET AREA MAP



GENERAL DESCRIPTION OF THE AREA & NEIGHBORHOOD

BRIEF METRO AND CITY OVERVIEW

The subject property is located in the City of Flagler Beach, in Flagler County, Florida. Flagler Beach is part of the Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area (MSA) in East Central Florida. The Deltona-Daytona Beach-Ormond Beach MSA includes both Volusia and Flagler Counties.

According to U.S. Census Bureau estimates, the subject's metropolitan area population has grown over the past several years as shown below.

2023: 721,796	+2.3%
2022: 705,897	+2.8%
2021: 686,892	+2.2%
2020: 671,794	+0.3%
2019: 669,546	+1.5%
2018: 659,532	

Recent unemployment rates for the Deltona-Daytona Beach-Ormond Beach MSA are shown below:

December	2024	3.5%
November	2024	4.1%
October	2024	4.0%
September	2024	4.0%
August	2024	4.1%
July	2024	4.2%
June	2024	4.0%
May	2024	4.0%
May	2024	3.3%
April	2024	3.6%
March	2024	3.7%
February	2024	3.7%
January	2024	3.7%
December	2023	3.4%

Source: U.S. Bureau of Labor Statistics, data extracted on March 2025

Limited-access highways in the Volusia-Flagler area include Interstate 95, the main highway through the area, which connects with Jacksonville to the north and Miami to the south; and Interstate 4, which has its eastern terminus at I-95 in Daytona Beach, and which travels west to connect with Orlando and eventually to Tampa on the west coast of Florida. Major surface highways include US 1, US 17 and US 92. State Road A1A extends north/south along the Volusia-Flagler County coastline.

The Volusia/Flagler area is best known for its tourism industry, which attracts millions of visitors each year. Motorsports dominate the area, with several racetrack venues as magnets. The best known is Daytona International Speedway, where the headquarters of NASCAR is located.

Other racing venues include New Smyrna Speedway and Volusia Speedway Park. Other motorsports events include Daytona Beach Bike Week, a massive biker rally that occurs in March with a smaller rally in October, along with several classic car shows throughout the year. The main natural attraction for tourists is the beaches of Volusia and Flagler Counties, with Daytona Beach, Flagler Beach, New Smyrna Beach, and Ormond Beach being the largest draws. Summer is usually the High Season for beach tourism in this area.

Despite the impact of back-to-back tropical storms Ian and Nicole, Volusia County attracted a record 10.6 million visitors in 2022, an increase over the previous record-setting total of 10.2 million in 2018, according to figures released by the Daytona Beach Area Convention & Visitors Bureau. The 10.6 million total in 2022, based on data from Mid-Florida Marketing & Research, also represents a 7% increase over the 9.9 million visitors that traveled to the destination in 2021.

By comparison, the county attracted 7.2 million visitors in pandemic-plagued 2020, the lowest total in a decade, and 9.8 million in pre-COVID 2019. Tourism figures for 2023 indicate that 10.14 million people visited Volusia County in 2023, down from 10.6 million in 2022, but up from 9.8 million in pre-COVID 2019.

Manufacturing is another strong sector in this metro area. Building upon an existing base of over 400 manufacturers, from boat manufacturing to medical devices, from Boston Whaler to B. Braun Medical, Inc., this cluster spans a host of manufacturing types, and benefits from a robust workforce training and education sector, including the Advanced Technology College at Daytona State College.

Another growing industry in the metro area is Aviation, Aerospace and Innovation. Florida's high-tech corridor is benefitting from relocations and expansions of leading-edge companies. Volusia County's proximity to Cape Canaveral and strategic location on the northern point of the Space Triangle, along with being the home to seven institutions of higher learning, including Embry-Riddle Aeronautical University, are foundational to the county's viability with the Aviation and Aerospace sector.

The Deltona-Daytona Beach-Ormond Beach MSA is ranked 10th out of 22 MSAs in Florida for exports. The top exports consist of transportation equipment, machinery, computer & electronic products, electrical equipment and textile mill products respectively by value and make up 59% of the products exported. Volusia County's gross domestic product (GDP) of \$20 billion is ranked 14th out of 67 counties in Florida.

The National Association of Realtors (NAR), *Commercial Real Estate Metro Market Report, 3rd Quarter 2024 (most recent)*, compares the subject MSA demographics and economy to those of the United States on the following table.

COMMERCIAL REAL ESTATE REPORT Q3 2024

Deltona-Daytona Beach-Ormond Beach, FL Metro Area

Select a Metro Area

Deltona-Daytona Beach-Ormond Beach, FL Metro Area

Demographics and Economy

Demographics

2.3% population growth (2023) U.S.: 0.5%	24.5% share of renters (2023) U.S.: 34.7%	-0.5% renter household formation (2023) U.S.: 1.0%	Net Migration 19,187 (2023) 23,154 (2022)
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Economy

10.3% GDP growth (2023) U.S.: 6.6%	800 12-month job creation (October 2024)	0.4% 1-year job growth (October 2024) U.S.: 1.4%	4.8% 1-year wage growth (October 2024) U.S.: 3.7%
\$46,350 Average wage per year (October 2024) U.S.: \$63,100	3.9% unemployment rate (October 2024) U.S.: 4.1%	14.7% share of workers teleworking (2023) U.S.: 13.8%	International Migration 1,617 (2023) 1,046 (2022)

As can be seen, the subject's MSA outperformed the United States as to population growth, one-year job growth, one-year wage growth, the unemployment rate and GDP growth. However, the subject MSA had lower average wages per year of \$46,350 compared to the United States average wages of \$63,100.

Additionally, the same report indicates that the demand for industrial, office, retail, and multi-family *is stronger than nationwide*, as this area has a faster absorption of space. As a result, rent prices rose faster than nationwide and vacancy rates are lower in this area.

In conclusion, the subject's metro area is experiencing substantial growth across multiple sectors, making it appealing to property developers and new businesses. The combination of its strategic location, ongoing infrastructure improvements, and a diverse economy creates numerous opportunities for businesses and investors. It is our opinion these favorable trends will continue into the foreseeable future.

Brief Description of Flagler Beach

Flagler Beach combines the beauty of the Florida coastline with a quaint, small town atmosphere. Flagler Beach, for the most part, is a narrow island bordered on the east by the Atlantic Ocean and on the west by the Intracoastal Waterway. A portion of the town's land area is situated on the west side of the Intracoastal Waterway. The town is less than a 10 minutes' drive from Interstate 95 and about a 20 minutes' drive to Daytona Beach.

Incorporated in 1925, Flagler Beach was, at that time, no more than a sleepy fishing village. It has since grown into a unique seaside community with numerous amenities to offer tourists yet has retained much of its original charm.

Flagler Beach is part of the growing Palm Coast area, a 21-mile stretch of scenic coastline that offers the following advantages: close proximity to resort and culture centers, tranquil waterways, subtropical forests and freshwater lakes, and first class golf and amenities, while still removed from the congestion of larger coastal cities.

The City itself offers over six miles of oceanfront beach with the Flagler Beach Pier being the center of many community activities. The pier is currently closed due to hurricane damage but is scheduled to reopen sometime in 2026. The Intracoastal Waterway flows through the City and provides countless other opportunities for fishing and boating. The City has only three traffic lights.

Residential development in Flagler Beach includes single family detached dwellings, 2-4 family dwellings, condos and townhouses. The City has a maximum building height limitation of three stories; thus, there are no high rise buildings in Flagler Beach.

Recent selling prices over the past twelve months for single family detached homes in Flagler Beach that sold via the Stellar MLS have ranged between \$300,000 and \$1,300,000. Oceanview and riverfront homes tend to set the upper limit of value. Most of the homes are newer (1990s to present), with some dating back to the 1970s and a few dating back to the 1900s.

The downtown area of Flagler Beach is centered along Moody Boulevard/SR 100 between the Atlantic Ocean Beach and the Intracoastal Waterway and extending north and south about 10 blocks. Most of the town's shops and stores, restaurants and businesses are located in this area, as are local government offices, the police station and the post office.

Many of the restaurants offer outside dining. Smaller mom-and-pop type motels are located along Ocean Shore Boulevard, extending north and south from the town square. There is no local supermarket on the beach side of town. There are no franchise fast food restaurants in Flagler Beach east of the Intracoastal Waterway.

Most of the commercial development on the beachside of Flagler Beach is older. However, a new mixed-use project, known as Compass by Margaritaville, is currently under construction on a 1.3-acre site at Central Avenue and Moody Boulevard/SR 100. It will include a three-story, 100-room hotel with a swimming pool and a restaurant, plus ten townhome condominium units. This hotel is scheduled to be completed sometime in 2025 and will be the city's first modern hotel and will mark the tenth location in Florida for Margaritaville Hotels & Resorts, a brand which already has locations across the United States, in Mexico, and the Caribbean. Tourist accommodations are lacking in Flagler Beach and consist mostly of smaller mom-and-pop type motels.

A commercial redevelopment project is planned for the former Bank of America building at 300 South Ocean Shore Boulevard. The two-story, 6,600± square foot building was purchased last year, and the buyer plans to make over the circa 1979 building into seven efficiency-type vacation rentals upstairs and a clothing and gift shop downstairs to be called Ocean Club. The existing

building will be expanded in size. The buyer is the owner of several other Ocean Club stores that sell beachwear, souvenirs, gifts, etc.

There is currently a large scale, mixed-use development, known as Veranda Bay, planned for 899 acres located south of East Moody Boulevard in the Bulow Creek area. Proposed development calls for 2,400 homes and commercial space. This development would more than double the population of Flagler Beach. The property would need to be annexed into Flagler Beach and obtain utilities and municipal services from Flagler County as well. However, there has been considerable opposition to this project due to the environmentally sensitive nature of the area.

The nearest shopping facilities are found within one mile of the town square, just west over the Intracoastal Waterway via the State Road 100 Bridge. The stretch of State Road 100 extending west from the Intracoastal Waterway to Interstate 95 is a growing development area in southeast Flagler County. A portion of this high-growth area is within the Flagler Beach city limits.

There is a newer Publix anchored shopping center with several outparcels located at the northwest corner of State Road 100 and Roberts Road/John Anderson Highway. The subject site is located directly behind this center. The Publix anchored center includes Mavis Tires, High Tide Dental, Truist Bank, and 7-11. Also, in close proximity to the subject is a CVS, Caliber car wash, Sherwin Williams paint store, etc. The Preserve at Flagler Beach, recently completed up-scale, 240 unit apartment complex is located on the north side of the subject site. Beach Park Village, a 112 lot residential subdivision, is currently being developed by KB Homes just north of the subject on the east side of Roberts Road.

There is another shopping center on the mainland just west of Flagler Beach, the Flagler Regional Plaza, that is situated at the southwest corner of Old Kings Road and State Road 100. The Flagler Regional Plaza was developed in 1995 and is anchored by a Winn-Dixie supermarket. The Old Kings Elementary School is located just south of State Road 100 on Old Kings Highway.

The City of Flagler Beach has a Community Redevelopment Area (CRA) for its downtown area which was created in 2007. The Downtown Master Plan designates the boundaries of the Downtown Planning area as follows: the area bounded by the A1A corridor on the east, city owned properties along Flagler Avenue on the west, 9th Street North to the north (selected blocks only), and 9th Street South as the southern extent.

The Downtown Design Guidelines establish three (3) planning areas within the designated Downtown Area Overlay Character District based on existing land uses, zoning classifications, desired development characteristics and geographic locations. The three (3) areas represent distinct character districts of the Downtown that create a functional whole, each of which emulates the design guidelines and the goals of the CRA. The character areas are as follows:

Flagler Beach, FL Data & Demographics (As of July 1, 2024)

POPULATION		HOUSING	
Total Population	5,433 (100%)	Total HU (Housing Units)	3,830 (100%)
Population in Households	5,433 (100.0%)	Owner Occupied HU	2,257 (58.9%)
Population in Families	4,167 (76.7%)	Renter Occupied HU	562 (14.7%)
Population in Group Quarters ¹	0	Vacant Housing Units	1,011 (26.4%)
Population Density	1,532	Median Home Value	\$481,281
Diversity Index ²	26	Average Home Value	\$579,774
		Housing Affordability Index ³	63

INCOME		HOUSEHOLDS	
Median Household Income	\$76,602	Total Households	2,819
Average Household Income	\$118,219	Average Household Size	1.93
% of Income for Mortgage ⁴	39%	Family Households	1,692
Per Capita Income	\$61,340	Average Family Size	2.00
Wealth Index ⁵	153		
Socioeconomic Status Index ⁶	Moderate (58.3)		

Source: Florida Gazetteer HomeTown Locator.

1. Downtown Mixed-Use District: provides general guidelines for commercial and mixed use areas in the Downtown Core excluding the parcels located along Ocean Shore Boulevard.
2. Downtown A1A Core Retail Corridor: provides design guidelines for properties located along the A1A corridor. The subject property is located in this area.
3. Residential Neighborhoods: includes general design guidelines for new developments/renovations of residential areas in the Downtown.

In conclusion, the subject is located in a desirable area within short driving distances to Interstate 95, the Atlantic Ocean beach and the neighboring cities of Palm Coast, Ormond Beach, Daytona Beach, and St. Augustine. Most local amenities are within a short driving distance and larger shopping facilities are located within five miles on the mainland. The City of Flagler Beach has good income demographics. It is our opinion that commercial property values, as well as residential property values, will be stable over the foreseeable future.

While the coronavirus pandemic significantly slowed the local economy in 2020, the market improved substantially in 2021 and early 2022; however, some slow down and uncertainty is expected through the remainder 2025 due to lingering inflation, interest rate uncertainty and worldwide conflicts.

DESCRIPTION OF THE PROPERTY

Location, Size, Shape, Access

The subject property consists of two parcels located west of Central Avenue and north, south and east of Ocean Palm Drive in Flagler Beach, Flagler County, Florida. The street address is 3600 S. Central Avenue, Flagler Beach, Florida.

Based on the survey provided by the City of Flagler Beach, the overall parcel contains 36.905 acres. It has frontage on only a small section of Central Avenue which provides its ingress and egress. There is no other road frontage. Central Avenue is a 2 lane, asphalt paved, public right-of-way. Access is considered average.

The survey provided is presented on a following page.

Legal Description

Please reference the survey provided presented in the addendum to this report.

Topography/Soil Characteristics

The subject is an active golf course. It is generally cleared with elevations changes and ponds/water hazards typical for a golf course. Based on the USDA Web Soils Survey, there are no hydric or wetland soils on the subject site.

I was not furnished with a soil analysis of the subsoil conditions for the subject site, and the detection of any subsoil instabilities is beyond the scope of my expertise. Therefore, I assume no liability for any adverse soil conditions which may be found to exist. In addition, the value estimate presented herein is based on the assumption that the subject property is not adversely affected by environmental contaminants. The appraiser reserves the right to amend the appraised value if any environmental hazards are found to exist.

Flood Plain Data

Based on FEMA Flood Map #12035C0261E, effective 6/6/2018, the subject site lies within Zone "X", shaded Zone "X" and Zone "AE". Zone "X" and Shaded Zone "X" are not special flood hazard areas. Zone "AE" is considered to be withing a special flood hazard area. An estimated 1/3 of the site is located in Zone "AE". A copy of the FEMA flood map is presented in the Addendum.

Street Improvements

Current access to the site is from its frontage along S. Central Avenue. The site has no other access. S. Central Avenue is a 2 lane, asphalt paved, public right-of-way.

Utilities and Services

All municipal utilities and services are available to the site and are provided by the City of Flagler Beach. Electricity, telephone and cable service are provided by publicly regulated companies. Police and fire protection services are provided by The City of Flagler Beach. These services and utilities are considered to be commensurate with surrounding municipalities.

Easements and Encroachments

No survey title search has been provided. Based on my observation of the information supplied, there do not appear to be any significant easements of record. However, as previously discussed, the subject is appraised as being restricted to a golf course use with associated buildings.

Building/Site Improvements

The subject is currently operating as a public golf course with a small clubhouse/restaurant, an equipment storage building and associated parking lot and site improvements. The buildings are in excess of 60 years old and at the end of their economic life. The golf course, cart paths, putting greens, etc. have all been severely neglected and are not in the condition to attract the majority of golfers in the area, when other options are available. Extensive site work and renovation would be required for the current facilities to compete with other courses in the Central and North Florida Area. In addition, the estimated highest and best use is for redevelopment. Therefore, the golf course and improvements have not been considered herein.

PHOTOS TAKEN 02/06/2025
BY: R. TODD HEFFINGTON, MAI



TYPICAL VIEW OF GOLF COURSE



TYPICAL VIEW OF GOLF COURSE

PHOTOS TAKEN 02/06/2025
BY: R. TODD HEFFINGTON, MAI



VIEW OF THE WESTERN PARCEL FROM ABUTTING RAILROAD



TYPICAL VIEW OF GOLF COURSE

PHOTOS TAKEN 02/06/2025
BY: R. TODD HEFFINGTON, MAI



TYPICAL VIEW OF GOLF COURSE



TYPICAL VIEW OF GOLF COURSE



VIEW OF CLUBHOUSE/RESTAURANT



VIEW OF CLUBHOUSE/RESTAURANT

PHOTOS TAKEN 02/06/2025
BY: R. TODD HEFFINGTON, MAI



VIEW OF CLUBHOUSE/RESTAURANT



VIEW OF STORAGE BUILDING

PHOTOS TAKEN 02/06/2025
BY: R. TODD HEFFINGTON, MAI



VIEW OF PARKING AREA

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LAND USE PLANNING, ZONING, CONCURRENCY

The subject is currently zoned Recreational & Medium Density Residential by Flagler County. The future land use designation is Golf Course & High Density. However, at the request of the client, the subject is being appraised based on a specific restriction that the property can only be used as a golf course that allows associated golf course buildings and accessory uses such as a restaurant, pro shop, etc. Considering this restriction, the subject's existing zoning and future land use restrictions are not applicable and will not be considered herein.

Therefore, the subject is considered to be limited to use as a golf course, with the ability to operate golf course associated uses including a restaurant and pro shop. No other zoning or land use restrictions have been considered herein.

ASSESSED VALUES, TAXES, & SPECIAL ASSESSMENTS

The subject is currently being assessed by the Flagler County Tax Assessor for ad valorem taxes for the year 2024. Until 2023, Parcel ID 29-12-32-0000-01010-0000 was tax exempt. The 2024 assessed values and taxes for the subject parcels are as follows:

Parcel ID: 29-12-32-0000-01010-0000

Land -	\$ 8,498.00
Building -	\$ 95,132.00
Extra Features -	<u>\$ 67,886.00</u>
Just Assessed Value	\$171,516.00
Taxable Value	\$170,852.00
Taxes	\$ 3,349.26

Parcel ID: 29-12-32-0000-01010-0010

Land -	\$378,000.00
Building -	\$ 0.00
Extra Features -	<u>\$ 1,481.00</u>
Just Assessed Value	\$379,481.00
Taxable Value	\$379,481.00
Taxes	\$ 7,431.14

Taxes have been paid for 2024 and previous years. It should be noted that the Flagler County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

PROPERTY HISTORY

Based on a review of the public records, Parcel No. 29-12-32-0000-01010-0000 has not transferred in the 10 years preceding this appraisal. Parcel No. 29-12-32-0000-01010-0010 was purchased by the City of Flagler Beach in March 2022 for \$459,000. This was considered an unqualified sale and was purchased as an assemblage to the existing golf course.

The subject is not currently listed for sale, but is part of negotiations with a future golf course developer.

EXPOSURE TIME

Exposure Time may be defined as, "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."¹

The estimated exposure time for the parent tract on the open market is greatly dependent upon the following: 1) the market conditions in effect at the time of marketing; 2) the effort, influence and exposure applied to this marketing program; and 3) the availability of financing for this type of property.

As will be discussed in the Highest and Best Use, the subject has a highest and best for golf course use. Considering the unique nature of the site's restrictive use, an exposure time could not be estimated through market data. It is reasonable to believe that because of the limitation of use, there would be a limited market, and considering the condition of the property for that use, the number of buyers would likely be further reduced. Therefore, I believe that the exposure time for the golf course restricted portion of the site could exceed 12 months and could extend to several years.

PUBLIC AND PRIVATE RESTRICTIONS

With the exception of the applicable zoning, restrictions and easements previously discussed, no other significant public or private restrictions were noted.

¹ Standards Of Professional Appraisal Practice Of The Appraisal Institute, 1998 Edition, The Appraisal Foundation, 1998, Page 77.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of the subject property is typically analyzed both in terms of its existing use as improved and as if it were vacant and ready to be put to use.

Highest and Best Use can be defined as: *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*²

A site is valued as though vacant in terms of its Highest and Best Use which may be defined as: *"The use of a property based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements."*³

The following narration highlights the process utilized in formulating a conclusion of appropriate Highest and Best Use.

1. **Legally Permissible:** Legal permissibility considers the effect of private restrictions, zoning ordinances, building codes, historic district controls, land use regulations or any additional governing authority.
2. **Physically Possible:** The test for physical possibility considers those uses from among legally permissible uses which could satisfactorily be accommodated on the subject property.
3. **Financially Feasible:** Is there economic or financial logic in pursuing any of the legally permissible and physically possible uses which remain?
4. **Maximally Productive:** Of the legally permissible, physically possible and financially feasible uses, which produces the highest land value or economic return to the land.

The foregoing process applies specifically to the Highest and Best Use of land. *"It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use."*⁴

As If Vacant

The first area to be considered in the Highest and Best Use Analysis is the subject site as if vacant and available, to be put to its highest and best use. The category of legally permissible uses is the initial consideration in the analysis of the Highest and Best Use for the subject property, as if vacant. As previously discussed, the subject is currently zoned Recreational & Medium Density Residential by Flagler County. The future land use designation is Golf Course & High Density. However, at the request of the client, the subject is being appraised based on a specific restriction that the property can only be used as a golf course that allows associated golf course buildings

² The Dictionary of Real Estate Appraisal, Second Addition, Appraisal Institute, (Chicago, IL, 1993), Page 149.

³Ibid., Page 149.

⁴ Real Estate Appraisal Terminology, Revised Edition, Byrl N. Boyce, Ballinger Publishing Company, (Cambridge, MA, 1981), Page 127.

and accessory uses such as a restaurant, pro shop, etc. Considering this restriction, the subject's existing zoning and future land use restrictions are not applicable and will not be considered herein.

Physically, the subject site is of adequate size and shape to accommodate a small golf course with associated improvements. The site is currently used in a similar capacity and has been in operation for many years. The site is in a residential location surrounded by residential structures already fronting the existing golf course. Access to the site is adequate.

In considering the feasible and maximally productive uses for the subject property, surrounding property uses, physical access and access to support facilities have to be considered. As discussed, the subject is located in a residential area of Flagler Beach. It has operated as a community golf course with a restaurant for many years.

The subject is located in Flagler Beach, an established and popular beach side community in Florida. Golf is very popular in Florida and the demographics, access and location of the subject property all tend to be good for a golf related use.

The appraiser has reviewed several publications and market analysis to determine the current state of the golf industry. Publications reviewed include, but are not limited to: Golf participation in the US 2007-2023 published by Statista Research Department; Ken Research – The Growing Global Golf Market Size and Revenue; Golf Property Analysis – 2024 Golf Market Summary; Bobby Jones Links – State of the Industry 2024 Report; etc. In addition, information was provided by appraisers with CB Richard Ellis was reviewed and analyzed. Based on all of the information reviewed, the golfing industry is strong. Key figures include increased golf rounds over the past decade, and post Covid growth is still positive; average rounds per golfer are near their 25 year peak; steadily increasing participation in golf since 2016 as well as increasing numbers of younger players; market trends tend to reflect a healthy growth rate into the near future; high percentages of both public and private facilities rate their financial health as good or excellent; etc.

Based on this information, and considering the subjects limited potential uses, I believe that development with a golf course would be the only potential use. The financial feasibility of this type of use is heavily reliant on management. It is impossible to determine the feasibility of a new golf course without full knowledge of the development costs, estimated income, estimated expenses, and management, and no feasibility study has been provided to the appraiser.

The fact that the subject site is limited to only one use, creates a very limited market. An investor/developer would have no other options if the golf industry collapsed or if the development costs became infeasible. The cost to redevelop the subject site would be extensive, and considering the lack of potential alternative uses, it would be considered a very high risk project. With this in mind, it is not possible for the appraiser to definitively state that highest and best use of the site to be redevelopment of a golf course. Even though that is the only permitted use, if development costs are too high, and demand and income are too low, or the amount of time it takes to recoup development costs are too long, then the highest and best use could be as vacant public land. Therefore, it is my opinion that the market for the subject property as restricted would be too limited, and the value of the overall parcel is likely for public use.

Consideration was also given to the fact that, along with the golf course, the restrictions would allow for a restaurant and pro shop. These uses are general commercial uses, that could occupy a small portion of the overall parcel and could help support the overall use as a golf course. However, according to the client, if the golf course fails, the accessory uses will also be shut down. Therefore, I do not believe there is any specific benefit or decrease in risk associated with the accessory uses.

Therefore, based on this discussion, it is my opinion that the highest and best use of the overall parcel could be as a golf course or possibly a public use.

As Improved

The subject is currently improved with a community golf course and associated restaurant that are both in poor condition. Based on the overall condition, it is my opinion that the subject site should be redeveloped as a golf course or public use.

THE APPRAISAL PROCESS

There are normally three approaches to value available for use in the estimation of Market Value. The three widely recognized approaches include the Cost Approach, the Income Approach, and the Direct Sales Comparison (Market Data) Approach.

These three approaches to value result in preliminary indications of value which may be somewhat at a variance with each other. When this is the case, the relative significance, applicability and defensibility of the indications of value derived from each approach are weighed. This analysis leads to the selection of a final value estimate that, in the appraisers' professional judgment, best reflects the attitudes, responses, and behavior of the typically informed, rational purchaser in the market in question.

In this case, the subject is considered to have a highest and best use of redevelopment. Therefore, it is appraised as vacant land, and only the Direct Sales Comparison Approach is considered applicable.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison (Market Data) Approach is typically the only approach utilized when determining value of a vacant, non-commercial site. It employs the Principle of Substitution, in that a knowledgeable buyer will not pay more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The Market Data Approach requires careful selection of sale properties to ensure they are relatively similar to the subject. No two properties are exactly alike. The factors of comparison between the subject and the sales must be considered in arriving at an indication of value for the subject.

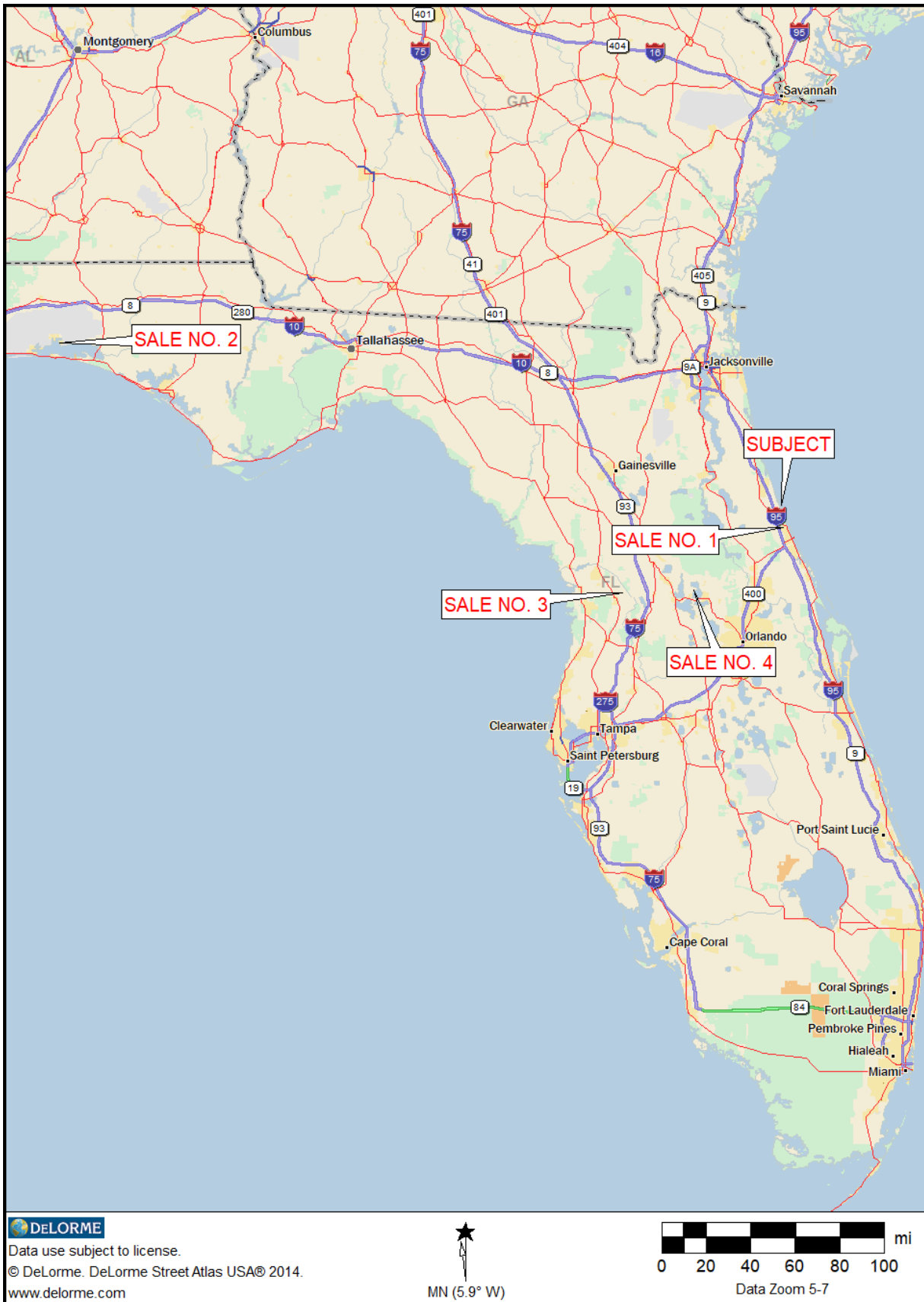
In this case, as previously discussed, the subject consists of a parcel with a very restrictive use. It is restricted to use as a golf course with associated uses such as a restaurant and pro shop. The highest and best use estimated that the overall parcel had limited marketability due to its restriction and high risk for development. In developing an estimate or indication of value by the Direct Sales Comparison Approach, a search was made for sales of golf course properties with similar restrictions. A statewide search was necessary to find an adequate number of sales.

While a number of sales were analyzed, those described on the following pages reflect the most comparable to the subject. The sales represent transactions which are considered to be reasonably comparable properties and whose sales represent valid indications of market activity and demand for this type of property. A location map and a brief description of the sales and their comparability to the subject may be found in the chart on the following pages.

No two properties are exactly alike. The factors of comparison between the subject and the sales must be considered in arriving at an indication of value. Characteristics such as financing, time, location, size, zoning, topography, accessibility, etc., are noted, analyzed, and compared to the subject site. In this case, the numerous factors associated with this type of property that are difficult to analyze and compare, the limited potential uses, and the uncertainty of development costs, I have chosen to use a qualitative comparison analysis. A qualitative analysis uses inferior and superior considerations for comparison instead of attempting to arrive at qualitative (percentage) adjustments.

The unit of comparison utilized in this section of the report is based on selling price per useable acre of land, which is generally recognized as the best means of relating the comparables to the subject when analyzing vacant parcels.

COMPARABLE SALES MAP



COMPARABLE LAND SALES CHART					
DESCRIPTION	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4
O.R. BOOK/PAGE	N/A	8036/3448	3108/166	3371/2454	6431/1832
TAX ID#	29-12-32-0000-01010-0000+	3242-07-00-0010	22-1S-22-0000-0001-0110	20E-19S-02-0000-2A00	31-18-26-0003-000-01300
GRANTOR	N/A	ETTS HOLDINGS, LLC	BLUWATER BAY RESORT, LLC	B&L ENTERPRISES OF CITRUS, INC.	JOHN R. HARAZ
GRANTEE	N/A	TRIUMPH OAKS OF ORMOND BEACH I, LLC	AP NICEVILLE DEVELOPMENT, LLC	RC BECK, LLC	JAT INVESTMENT GROUP, INC.
SALE PRICE	N/A	\$2,600,000	\$1,400,000	\$750,000	\$750,000*
PRICE/ACRE	N/A	\$17,808	\$22,555	\$24,958	\$20,380
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE 0%	FEE SIMPLE 0%	FEE SIMPLE 0%	FEE SIMPLE 0%
FINANCING	N/A	NORMAL 0%	NORMAL 0%	NORMAL 0%	NORMAL 0%
CONDITIONS OF SALE	N/A	NORMAL 0%	RELATED PARTIES ** 0%	NORMAL 0%	NORMAL 0%
SALE DATE	N/A	04/23/2021 0%	10/26/2021 0%	04/19/2023 0%	11/15/2024 0%
ADJUSTED PRICE/ACRE	N/A	\$17,808	\$22,555	\$24,958	\$20,380
LOCATION/ACCESS	3600 S. CENTRAL AVE. FLAGLER BEACH	FORMER TOMOKA OAKS GOLF COURSE ORMOND BEACH SIMILAR	BLUEWATER BAY RESORT NICEVILLE SIMILAR	POINTE O WOODS GOLF CLUB INVERNESS SIMILAR	WEDGEWOOD GOLF COURSE GRAND ISLAND SIMILAR
SIZE (UPLAND ACRES) COMPARISON	36.905	146.000 MUCH LARGER	62.070 LARGER	30.050 SIMILAR	36.800 SIMILAR
SHAPE COMPARISON	RECTANGULAR	IRREGULAR SIMILAR	IRREGULAR SIMILAR	IRREGULAR SIMILAR	IRREGULAR SIMILAR
TOPOGRAPHY COMPARISON	ALL UPLANDS	ALL UPLANDS SIMILAR	ALL UPLANDS SIMILAR	ALL UPLANDS SIMILAR	40-50 AC WET/UNUSEABLE NOT CONSIDERED IN SIZE
UTILITIES COMPARISON	ALL AVAILABLE	ALL AVAILABLE SIMILAR	ALL AVAILABLE SIMILAR	ALL AVAILABLE SIMILAR	ALL AVAILABLE SIMILAR
ZONING COMPARISON	RESTRICTED TO GOLF COURSE	RESTRICTED TO GOLF COURSE SIMILAR	RESTRICTED TO RECREATION SIMILAR	PDR, RESIDENTIAL USES PARMITTED SUPERIOR	RESTRICTED TO GOLF COURSE SIMILAR
BUILDINGS COMPARISON	RESTAURANT	CLUBHOUSE/RESTAURANT SIMILAR	CLUBHOUSE, ETC. SIMILAR	CLUBHOUSE, ETC. SIMILAR	NONE INFERIOR
CONDITION OF COURSE COMPRISON	POOR	POOR SIMILAR	AVERAGE SUPERIOR	AVERAGE SUPERIOR	POOR SIMILAR
OVERALL COMPARISON	N/A	SIMILAR/LARGER	SUPERIOR/LARGER	SUPERIOR	SLIGHTLY INFERIOR

*RECORDED SALE PRICE IS \$650,000 BUT LISTING SERVICE AND LISTING BROKER BOTH CONFIRM THE SALE PRICE TO BE \$750,000

**NOT ABLE TO FULLY VERIFY BY THE DELIVERY DATE - LIMITED VERIFICATION CONFIRMED SOME RELATED PARTIES BUT THE TRANSFER MAY OR MAY NOT HAVE BEEN BASED ON A DETERMINED MARKET VALUE.

Analysis of Comparable Sales

The appraiser has used four sales of golf course properties, three of which were restricted to golf course or recreational use similar to the subject. The sales occurred between April 2021 and November 2024 and reflect a price range of \$17,808 to \$24,958 per useable acre. A brief comparison of the sales to the subject is as follows:

Market Conditions Adjustments

The effective date of this appraisal is March 10, 2025. In general, as of mid-2022 the market stabilized due to multiple factors including multiple interest rate increases, hurricanes and skyrocketing insurance costs. Sale Nos. 1 and 2 occurred in 2021. However, after reviewing the sales, there does not appear to be a notable difference in sale price that would be attributed to sale date. Therefore, no adjustments have been applied.

Remaining Comparisons

Considering the relatively tight range of values, there do not appear to be factors that significantly affect the sale prices of this type of property. Sale No. 1 reflects the lowest price per acre but is the oldest sale and is a much larger parcel than all the others, both factors that could explain the lower price.

Sale No. 3 represents the highest price per acre but is the only sale that has residential development potential, making it superior to the subject.

The remaining two sales both are restricted to recreational or golf course uses and reflect prices of \$22,555 and \$20,380 per acre.

The average price per acre of all four sales is \$21,426, which is similar to the average price per acre of Sale Nos. 2 and 4 (\$21,468).

Conclusion

Based on these sales and analysis, and placing equal consideration on all four sales, it is my opinion the subject has a market value of \$21,500 per useable acre, or:

36.905 Acres x \$21,500/Acre	=	\$793,458
Rounded To		\$794,000

RECONCILIATION OF APPROACHES

The reconciliation analysis is the process of correlating and integrating related factors contained within this report in order to form a cohesive and logical conclusion of the value for the subject property. A reevaluation of the specific data, procedures, and techniques utilized in estimating each separate value conclusion must be scrutinized.

During the reconciliation process, "the appraiser weighs the relative significance, applicability, and defensibility of the indicators of value derived from each applicable approach and places most weight and reliance on the one which, in his professional judgment, best approximates the value being sought in the appraisal."⁵

For the appraisal to be pertinent, it is essential that the final value estimate reflects the definition of value being sought within the appraisal report.

As explained previously, only the Direct Sales Comparison (Market Data) Approach was considered applicable. It employs the Principle of Substitution, in that a knowledgeable buyer will not pay more for a particular property than what it would cost to purchase a duplicate property with equal utility. The appraiser utilized sales of sites considered similar to the subject. Despite their varying factors of comparison, these sales were believed to offer a good indication of value for the subject.

After evaluating the Direct Sales Comparison Approach, it is my opinion that the market value of the unencumbered interest of the subject property is:

SEVEN HUNDRED NINETY-FOUR THOUSAND DOLLARS

(\$794,000)

⁵ Real Estate Appraisal Terminology, Byrl N. Boyce, Ballinger Publishing Company, Cambridge, MA, 1975, Page 112.

A D D E N D U M

ZONING MAP
FUTURE LAND USE MAP
FLOOD ZONE MAP
SOILS MAP
QUALIFICATIONS OF THE APPRAISER

ZONING MAP



FUTURE LAND USE MAP



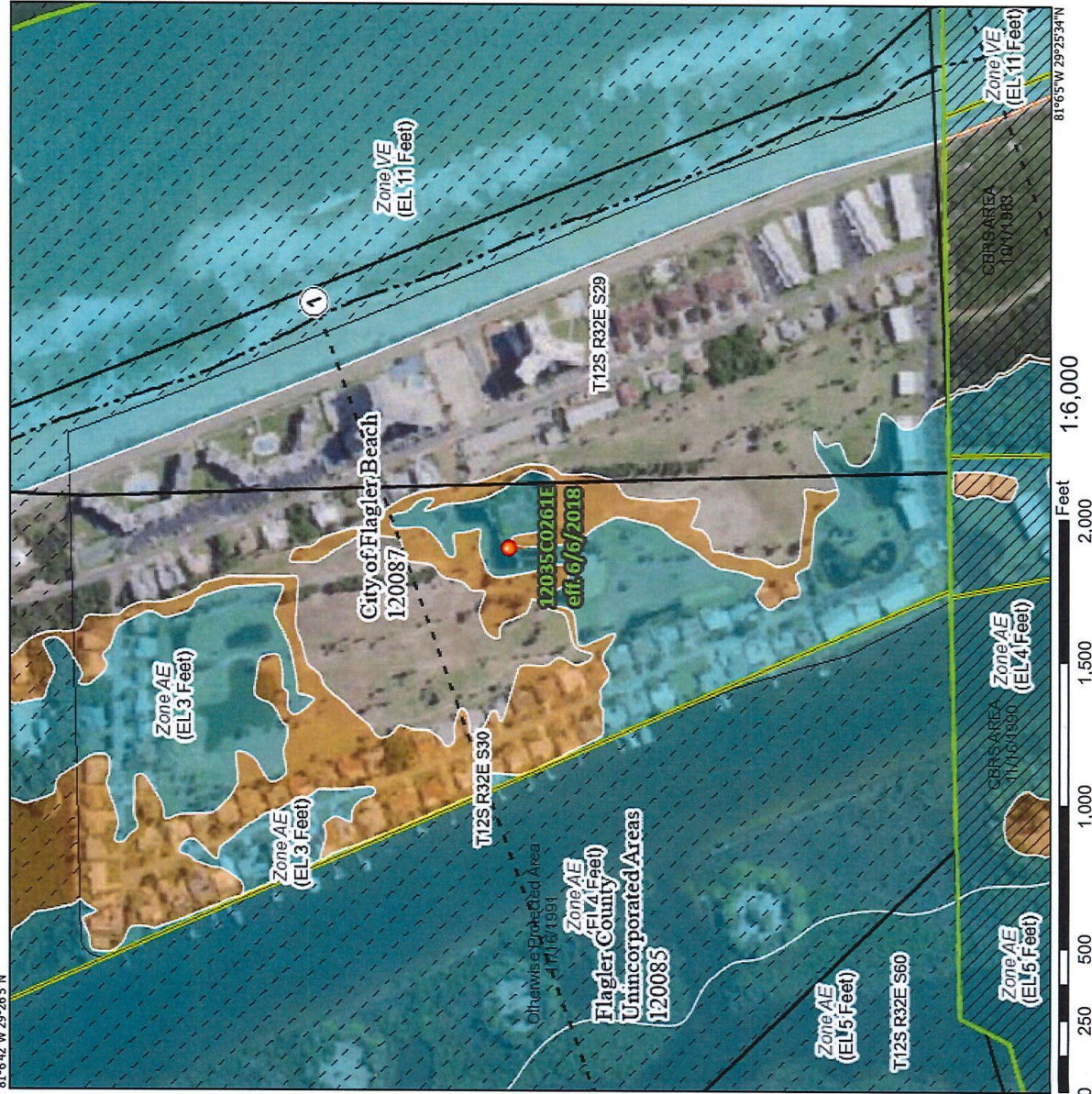
Flagler Beach FLUM

- Commercial
- Golf Course
- High Density
- Low Density
- Medium Density
- Mixed Use Overlay
- Mobile Home Park
- Other Public Facilities
- Park
- Public Buildings & Grounds
- Salt Water Marsh
- Spoil Area
- Undefined

National Flood Hazard Layer FIRMette



81°56'42"W 29°26'55"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, AE9
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone J)

	Future Conditions 1% Annual
	Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

	NO SCREEN
	Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES

	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature



MAP PANELS

	Digital Data Available
	No Digital Data Available
	Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/6/2025 at 6:24 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SOILS MAP

Hydric Rating by Map Unit—Flagler County, Florida

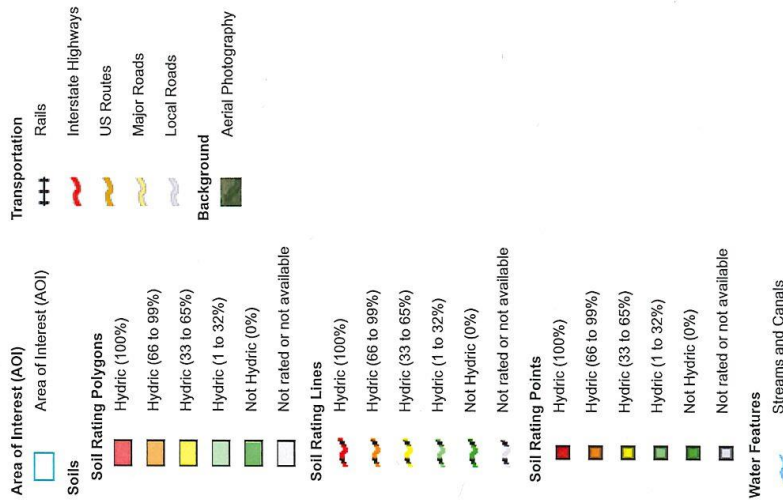


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/6/2025
Page 1 of 5

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Flagler County, Florida

Survey Area Data: Version 23, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Feb 10, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
31	Palm Beach gravelly sand, 0 to 8 percent slopes	0	1.4	3.9%
39	Udarents, smoothed	0	34.7	96.1%
Totals for Area of Interest			36.2	100.0%



Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower



QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119

Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Broker, License BK 0589200
Member DeLand-West Volusia Board of Realtors
Member Daytona Beach Board of Realtors
Member New Smyrna Beach Board of Realtors
U.S. Department of Professional Affairs Appraisal Panel

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994

RECENT CONTINUING EDUCATION

Fair Housing, Bias and Discrimination (McKissock) 2022
Divorce and Estate Appraisals: Elements of Non-Lender Work (McKissock) 2022
Appraising for the VA (McKissock) 2022
Market Disturbances-Appraisals in Atypical Markets and Cycles (McKissock) 2022
2022-2023 7-hour National USPAP Update Course (McKissock) 2022
Florida Appraisal Laws and Regulations (McKissock) 2022
Supervisor-Trainee Course for Florida (McKissock) 2021
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Course (McKissock) 2019
Numerous continuing education courses and seminars in prior years

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to September 30, 2021
Heffington & Associates, LLC, October 1, 2021 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, divorces, etc.

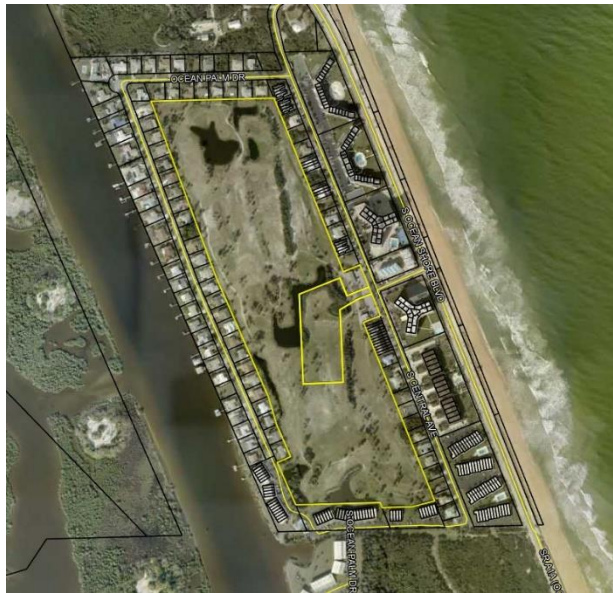
PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Daytona Beach International Airport

South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
Wells Fargo
City of DeLand
City of Ormond Beach
City of Port Orange
Florida Department of Transportation
Halifax Health

REAL ESTATE APPRAISAL REPORT

Flagler Beach Golf Course Site



3600 S. Central Avenue
Flagler Beach, Florida 32136

VALUATION DATE

January 9, 2025

PREPARED FOR

Mr. Dale L. Martin
City Manager
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
Client File: None

PREPARED BY

COOKSEY & ASSOCIATES, INC.

T. James Cooksey, MAI, CCIM
State-Certified General Real Estate Appraiser
RZ343

File Number: 10060



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Phone: 386.252.1293

1230 N. U.S. Highway 1, Suite 28 • Ormond Beach, FL 32174

Fax: 386.254.6992

January 16, 2025

Mr. Dale L. Martin
City Manager
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Re: Appraisal Report, Real Estate Valuation
Flagler Beach Golf Course Site
3600 S. Central Avenue
Flagler Beach, Florida 32136
File Number: 10060

Dear Mr. Martin:

At your request, I have prepared the following appraisal report which is a summary of the analysis applied to develop an opinion of market value for the referenced property. This report has been prepared in accordance with Uniform Standards of Professional Practice (USPAP) Standards Rule 2-2(a) and is intended to conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of this appraisal is to form an "As Is" Market Value opinion of the Fee Simple interest under market conditions prevailing as of January 9, 2025, the date of the most recent inspection of the subject.

The appraisal concerns 36.88 acres comprising the Ocean Palm Golf Club. The course is in poor condition with new management having recently taken over and planning a major renovation of the course. The property would be sold with a deed restriction for golf related recreational uses.

I have prepared an appropriate scope of work to provide for a credible value result. The scope included: **1)** An interior and exterior inspection of the subject property was made, and photographs taken.; **2)** An analysis of current economic factors as they pertain to the subject property type; **3)** Collection, verification and analysis of land sales **4)** and development of the sales comparison approach to value.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 6). Acceptance of this report constitutes an agreement with these conditions and assumptions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions and limiting conditions expressed in the report my opinion of the "**As Is**" Market Value of the subject property as of January 9, 2025, is:

Eight Hundred Ten Thousand Dollars
\$810,000

Respectfully submitted,
Cooksey & Associates, Inc.

T. James Cooksey, MAI, CCIM
State-Certified General Real Estate Appraiser
RZ343

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

<i>Property Type</i>	Land	
<i>Real Estate Appraised</i>	3600 S. Central Avenue Flagler Beach, Florida 32136	
<i>Property Rights Appraised</i>	Fee Simple	
<i>Client</i>	Mr. Dale L. Martin City Manager City of Flagler Beach	
<i>Client File Number</i>	None	
<i>Intended Use of Appraisal</i>	Decision Making - Possible Sale	
<i>Intended User</i>	Client	
<i>Census Tract</i>	603.02	
<i>MSA</i>	Daytona Beach	
<i>Estimated Exposure Time:</i>	12 months	
<i>Land Size</i>	36.88 ± acres	1,606,493± square feet
<i>Property Frontage</i>	300'	
<i>Flood Hazard</i>	Partial A	
<i>Zoning Classification</i>	REC & MDR Recreation & Medium Density Residential Deed Restricted for recreational – golf related uses.	
<i>Entitlements</i>	None	
<i>Highest & Best Use Opinion</i>	Golf related recreational	
<i>Effective Value Date</i>	January 9, 2025	
<i>Report Preparation Date</i>	January 16, 2025	
<i>Final Value Conclusion(s)</i>	\$810,000	

OVERVIEW

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). The elements to be considered are summarized below in addition to the typical client expectations and typical appraisal work by peers for similar assignments.

Assignment Elements

The problem to be solved is to estimate the 'as is' market value of the subject property restricted to golf related uses only. This purpose necessitates identification of seven assignment elements listed below.

1.	The Client (<i>the person who engaged the appraisal and an intended user</i>)	Mr. Dale L. Martin City of Flagler Beach
2.	Other Intended Users	None
3.	Intended Use of Report (<i>to aid</i>)	Decision Making - Possible Sale
4.	Standard / Definition of Value Used to Form the Value Opinion	Market Value
5.	Key Dates	
	Effective Value Date (<i>point in time the value applies</i>)	January 9, 2025
	Report Preparation Date (<i>date the report was prepared</i>)	January 16, 2025
	Date Property Appraised was Observed by One or More Appraisers Signing this Report	January 9, 2025
6.	Assignment Conditions	
	Extraordinary Assumptions:	This appraisal employs the following extraordinary assumptions:
	An extraordinary assumption is defined by USPAP to be " <i>an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinion or conclusions</i> ". Extraordinary assumptions presume as	None
	Hypothetical Conditions:	This appraisal employs the following hypothetical conditions:
	USPAP defines a hypothetical condition as "that which is contrary to what exists but is supposed for the purpose of analysis".	None

Relevant Characteristics

The 7th assignment element is relevant characteristics about the property appraised. These characteristics are typically categorized as physical, legal, and economic.

Details about the physical attributes of the property appraised are presented later in the Subject section of this report. Some relevant characteristics considered are listed below. Atypical issues are detailed elsewhere herein.

Unless specifically stated otherwise, the estate appraised (listed below) assumes no adverse leases, liens or encumbrances other than normal covenants and restrictions of record.

7a. Physical

Existing Property Use	Golf Course
Property Use Reflected in One or More Value Opinions	Recreational - golf related
Sources of Information About the Property Appraised	Inspection, Public Records, Information provided by the client

7b. Legal

Category of Property Appraised	Real Property
Property Rights Appraised	Fee Simple
Legal Issues Considered	Deed Restricted
Environmental Concerns	No

7c. Economic

Effect of Lease(s) on Value	Considered
-----------------------------	------------

Extent of Services Provided

Number of Final Value Opinions Developed	1
Report Preparation Complies with Requirements Set Forth in USPAP Standard Rule	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary of the appraisal process, subject and market data and valuation analyses.
Format	Appraisal Report
Other Client Requirements	None
Extent of Data Research	Search through public records, listing services and outreach to other appraisers for sales of recreational tracts in the last 3 years.
Economic Data Sources	ESRI
Documents Considered	Site Plan
Data Verification	Direct and Third Party
Extent Of Subject Observation by One or More Appraisers Signing Report	An interior and exterior inspection of the subject property was made, and photographs taken.

Other Intended Use Considerations

Client's Prior Engagement of Appraisal Services	Infrequent
Atypical Issues	Deed restriction
Assignment Complexity	Above Average

Miscellaneous Matters

Other Than Signatories, Name(s) of Person(s) Providing Significant Real Property Assistance to the Development of the Value Opinion(s)	None
--	------

Appraisal Development

Appraisal development is the extent of research and analyses that produce one or more credible opinions of value for one or more specifically identified intended users and an explicitly stated intended use. In this context, credible is defined as "worthy of belief".

The appraisal development process included the following tasks:

- observation of the property appraised
- research for appropriate market data
- data verification
- consideration of influential market area, physical, economic, and governmental factors
- determination of the subject's highest and best use
- development of the Sales Comparison Approach
- reconciliation of value indications
- preparation of this report

According to USPAP, all approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. For most appraisals of undeveloped land the sales comparison approach is the most relevant.

Highest and best use analyses can be categorized into two different levels of detail - inferred and fundamental. A fundamental analysis forecasts demand from broad demographic and economic data like population and income. An inferred analysis is based on local trends and patterns from which inferences are made. Inferred analyses emphasize historical data while fundamental analyses are based on future projections. An inferred analysis was prepared.

Definitions

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994) ¹

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

1. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
2. Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change.
3. No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.
4. All files, work papers and documents developed in connection with this assignment are the property of Cooksey & Associates, Inc. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
5. No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.
6. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.
7. If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed in the future, it is assumed such work will be completed in a timely fashion, using non-defective materials, and proper workmanship. All previously completed work is assumed to substantially conform to plans, specifications, descriptions, or attachments made or referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning ordinance, and all applicable building codes. A prospective value opinion has an effective value date that is beyond or in the future and can be affected by unforeseen events.
8. Comments or descriptions about physical condition of the improvements, if any, are based solely on a superficial visual observation. Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other systems were not tested. No determination was made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. Private water wells and private septic systems are assumed sufficient to comply with federal, state, or local health safety standards. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The roof cover for all structures is assumed water tight unless otherwise noted. Comments regarding physical condition are included to familiarize the reader with the property. This document is not an engineering or architectural report.
9. Any estimate for repairs is a non-warranted opinion of the appraiser.
10. Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

11. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
13. The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Cooksey & Associates, Inc.'s regular per diem rate plus expenses.
14. Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.
15. Cooksey & Associates, Inc. has not made a determination regarding the subject's American with Disabilities Act of 1990 compliance or non-compliance. Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.

Disclosures

Professional Standards

All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised biennially to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the date this report was prepared.

Competency

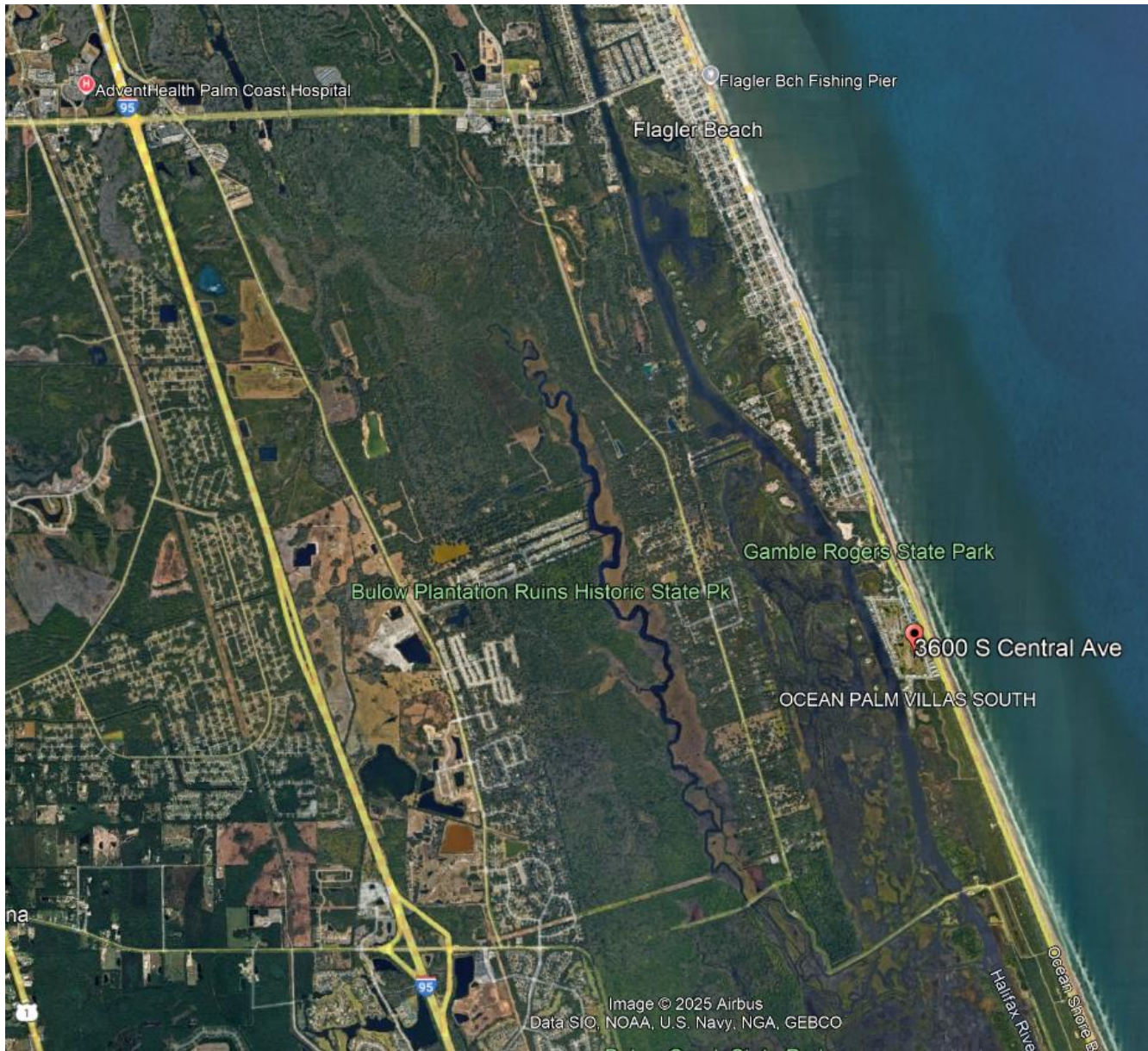
I affirm to have the experience, knowledge, and education to value this type of property. I have previously appraised similar real estate.

Personal Property & Intangibles

Personal property is movable and **not** permanently affixed to the real estate. Examples of personal property are freestanding ranges, refrigerators, tables, desks, chairs, beds, linen, silverware, hand tools, and small utensils. An intangible is a nonphysical asset like franchises, trademarks, patents, goodwill, and mineral rights.

No personal property or intangible property is included.

LOCATION ANALYSIS



Located near the south City Limits of Flagler Beach, the explosive growth of Palm Coast and Hammock Dunes over the last 30 years has made the town popular for oceanfront dining, taverns and small retail shops. SR A1A is the primary north – south artery and a Designated Scenic Highway with unobstructed views of the Atlantic Ocean from the road, with building improvements located on the west side of the highway.

At the present time, lodging demand is fulfilled with a few small motels and Air B&B units. The demand for Air B&B units has driven prices steadily upward over the last decade. The 100-unit Margaritaville Hotel near the pier is near completion.

Demographics: 5 – 10 – 15 Minute Drive Time



	10 minutes	15 minutes	20 minutes
Census 2020 Summary			
Population	7,920	20,911	45,794
Households	4,053	10,664	21,927
Families	2,466	6,394	13,912
Average Household Size	1.95	1.96	2.08
Owner Occupied Housing Units	3,355	8,895	17,527
Renter Occupied Housing Units	698	1,769	4,400
Median Age	62.0	61.8	59.0
2024 Summary			
Population	8,237	22,645	51,118
Households	4,255	11,596	24,665
Families	2,529	6,854	15,483
Average Household Size	1.94	1.95	2.07
Owner Occupied Housing Units	3,572	9,854	20,205
Renter Occupied Housing Units	683	1,742	4,460
Median Age	63.1	63.1	60.3
Median Household Income	\$68,516	\$75,638	\$79,547
Average Household Income	\$113,731	\$114,876	\$112,206
2029 Summary			
Population	8,291	23,330	56,700
Households	4,331	12,069	27,990
Families	2,566	7,158	17,595
Average Household Size	1.91	1.93	2.02
Owner Occupied Housing Units	3,732	10,453	23,571
Renter Occupied Housing Units	599	1,616	4,418
Median Age	64.5	64.4	60.1
Median Household Income	\$83,564	\$89,253	\$92,443
Average Household Income	\$136,691	\$135,491	\$128,783
Trends: 2024-2029 Annual Rate			
Population	0.13%	0.60%	2.09%
Households	0.35%	0.80%	2.56%
Families	0.29%	0.87%	2.59%
Owner Households	0.88%	1.19%	3.13%
Median Household Income	4.05%	3.37%	3.05%

Life Cycle Stage

Growth

Demand Generators

Growing population, seasonal residents and tourists.

Appraiser's Summary of Area Influences

Above average household income and growth projections are favorable for a well-managed golf entertainment venue at this location.

SUBJECT PROPERTY

Identification of the Property

At the intersection of S. Central Ave. and Clubhouse Drive in Flagler Beach.

The appraisal concerns 36.88 acres comprising the Ocean Palm Golf Club. The course is in poor condition with new management having recently taken over and planning a major renovation of the course. The property would be sold with a deed restriction for golf related recreational uses.

Legal Description

**A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE NORTHEAST CORNER OF PALM HAVEN SUBDIVISION, AS RECORDED IN PLAT BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH CENTRAL AVENUE; A 50 FOOT RIGHT-OF-WAY, RUN NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RIGHT SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 59 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 109.23 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 495.00 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.09 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 105.22 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.**

EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 3, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 876.28 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.08 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 18 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 183.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 180.07 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.33 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 30 FOOT RIGHT-OF-WAY, A DISTANCE OF 234.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 32, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 484.83 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST A DISTANCE OF 29.88 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 184.39 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 37, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.90 FEET; THENCE RUN NORTH 88 DEGREES 11 MINUTES 32 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 30' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET, THENCE DEPARTING SAID R/W LINE, RUN SOUTH 88 DEGREES 11 MINUTES 32 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
(cont'd)

LESS AND EXCEPT THE FOLLOWING:

A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PALK HAVEN SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 37, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH CENTRAL AVENUE, A 30 FOOT RIGHT-OF-WAY, RUN NORTH 21 DEGREES 48 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 51 DEGREES 04 MINUTES 39 SECONDS WEST, A DISTANCE OF 109.33 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 800.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 498.00 FEET; THENCE NORTH 48 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.09 FEET; THENCE SOUTH 31 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 109.33 FEET; THENCE NORTH 48 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 48 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

Those rights appurtenant thereto as set forth in the certain Easement recorded in Official Records Book 649, at Page 897, Public Records of Flagler County, Florida.

Current Ownership & Sale History

The current owner of record is City of Flagler Beach.

The prior three years of sales history is summarized with our analysis below:

Sales History			
Sale Price	Date	Grantor	Comments
\$459,000	03-08-2022	John C. Ledbetter	Sale of the smaller parcel.

Site Description

Location: At the intersection of S. Central Ave. and Clubhouse Drive in Flagler Beach.

Current Use of the Property: Golf Course

Site Size: Total: 36.88 acres; 1,606,494 square feet

Frontage/Access: The subject has 300' frontage on Central Avenue

The site has an average depth of 650 feet. It is a Mid-Block lot.

Utilities: Electricity: FPL

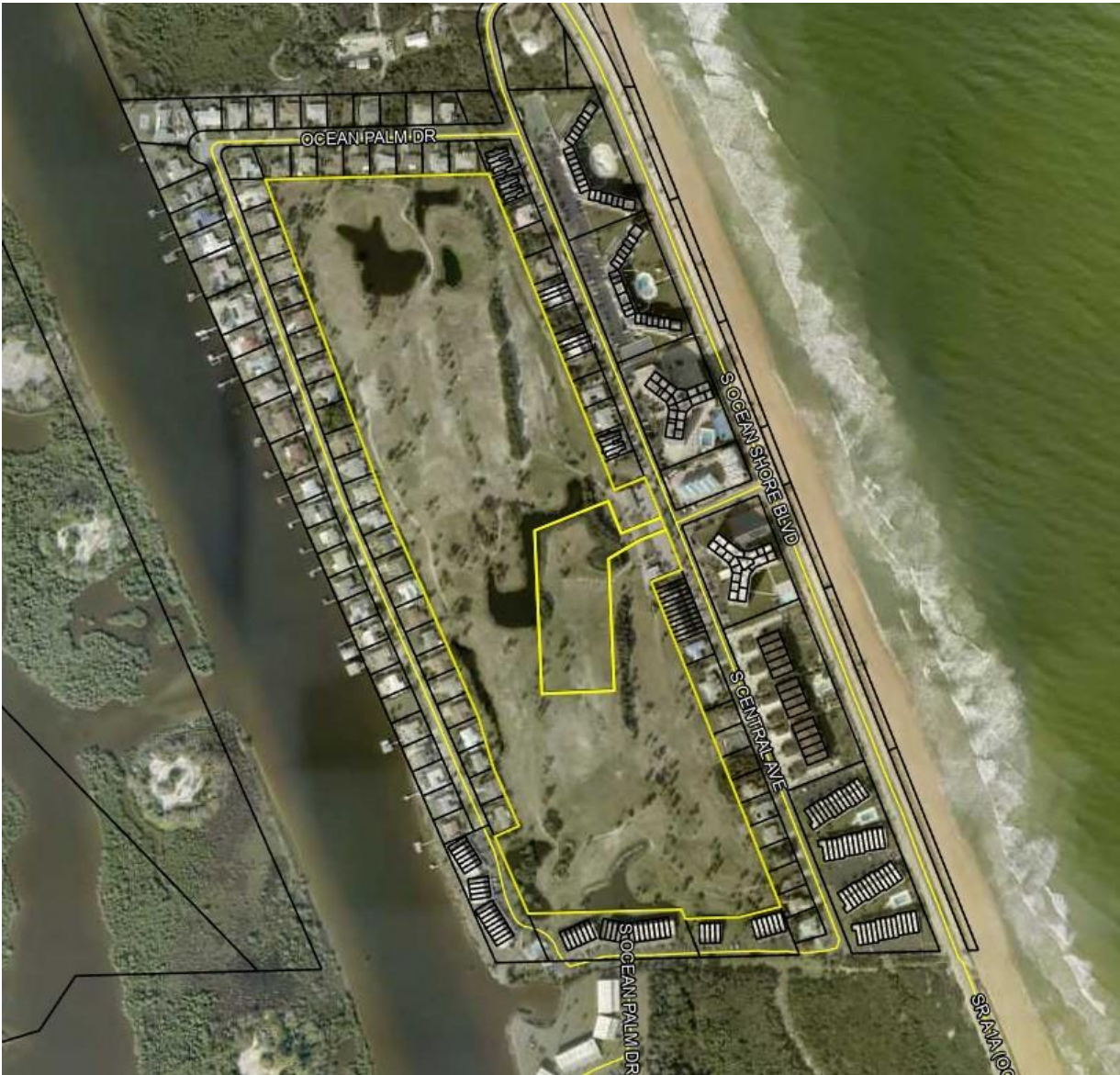
Sewer: City

Water: City

Flood Zone: The subject is not located in a flood plain

FEMA Map Number: 12035C0261E

FEMA Map Date: 06-06-2018



Site Improvements

The site is currently improved with a small ±40-space paved parking lot, a ±1,560 SF clubhouse building built circa 1961, and ±2,196 SF garage/workshop built circa 1961. The clubhouse contains a full kitchen (not currently operable), two restrooms, and an open dining/multipurpose area. The garage/workshop building is an open workshop with typical warehouse finishes and minimal partitions. Other site improvements include storm water retention ponds throughout the golf course as well as a storage shed, and overgrown landscaping.

Subject Photographs



North side of the subject clubhouse



West side of the clubhouse



South side of the clubhouse



East side of the clubhouse



Clubhouse dining area



Clubhouse interior



Restroom



Restroom



Kitchen



Kitchen



South side of the garage



East side of the garage



North side of the garage



Garage/workshop interior



View of the subject property from the parking lot looking southwest



Subject property from the south looking north



View of the subject property from the south looking north



View of the subject from the middle section looking east



View of the subject property from the north looking south



Central Ave. looking north



Central Ave. looking south

Assessment and Taxes

Taxing Authority Flagler County
Assessment Year 2024

Assessment Summary			Totals
County Appraised Value			
Parcel Number	29-12-32-0000-01010-0000	29-12-32-0000-01010-0010	
Land	\$8,498	\$378,000	\$386,498
Improvements	\$163,018	\$1,481	\$164,499
Total Just Value	\$171,516	\$379,481	\$550,997
Taxable Value	\$170,852	\$379,481	\$550,333
Millage Rate	19.5824	19.5824	
Tax Rate Per	\$1,000	\$1,000	
Real Estate Taxes	\$3,349	\$7,431	\$10,780
Non-Ad Valorem	\$0	\$0	\$0
Total Taxes	\$3,349	\$7,431	\$10,780
Payment Status	Current	Current	
Amount Due	\$3,349	\$7,431	\$10,780

Comments

Assessments can be adjusted upon review by the Property Appraiser triggered by a sale, recent significant improvements/renovations to the buildings, or re-financing. Otherwise, during periods of rising values, assessments can be adjusted based on market trends by an amount not to exceed 10% per annum for non-homesteaded properties. Assessments are based on the condition of the property on January 1st of each year.

In practice, assessments are not a consistent indication of actual market value, especially in cases where a re-assessment has not been triggered recently.

Zoning

Land Use Controls	
Zoning Jurisdiction	City of Flagler Beach
Zoning Code	REC & MDR – Recreation and Medium Density Residential
Zoning Comments	Property will be conveyed by the City restricting to golf course related uses.

ANALYSIS & CONCLUSIONS

Highest and Best Use

The highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable). The highest and best use must be:

1. Physically possible for the site.
2. Permitted under the zoning laws and deed restrictions that apply to the site.
3. Economically feasible.
4. The use which will produce the highest net return on investment (i.e. highest value) from among the possible, permissible, and economically feasible uses.

Legally Permissible

The only permissible use recreational – golf.

Physical Possible

The subject site totals 36.88 acres and is rectangular in shape with an undulating topography. It accommodates a 9-hole par 3 golf course with a clubhouse, garage and maintenance sheds. All utilities are available on the site.

Financial Feasibility

The golf course, in recent history, has struggled as its condition continued to decline. The previous lessee is reported to have been paying \$3,000/mo. lease + a small percentage of gross. Operational challenges could have included

- **Competition with Larger Courses:** There are six bigger, more well-known public and private courses in Flagler County that offer better facilities and more amenities, and a more attractive overall experience.
- **Maintenance Costs:** Golf courses are expensive to maintain, with high costs for landscaping, equipment, water, and staff. Smaller courses often have fewer resources to keep up with these costs, which can lead to financial strain.

The overall trend has seen many small courses facing difficulties. Some small privately owned golf courses have been successful by offering unique experiences, catering to niche markets (such as family-friendly or more affordable options), and focusing on community engagement.

The course is hardly playable in its present condition. A significant investment by experienced golf course management is necessary to achieve any investment return on the land.

Maximum Productivity

Restoring the 9-hole course and constructing a new clubhouse with a banquet facility offering a variety of golf-related entertainment options is part of the new management concept. Along with its location near the ocean, this concept would offer a unique, open to the public, golf venue in the market.

Most Probable Buyer:

Golf course operator

The Appraisal Problem

The course has not generated any significant net operating income in recent history. Lease income to the city had been a nominal rate \$3,000 + small percentage of gross.

Comparable sales of land with similar deed restrictions were not found. Three sales with recreational zoning or having been acquired for recreational use only were analyzed. The sale of a closed golf course in Ormond Beach was also included, though it has some re-development potential (which has been met with citizen opposition at every turn with no approved plan after 3 years).

The price of acquiring a retail business location in the market area is also considered, regardless of size. While the subject has significant acreage, the development and maintenance costs of the golf course must be recouped by a profit center which, in this case, will be a clubhouse – golf-related entertainment venue located on a small portion of the property.

Sales Comparison Approach

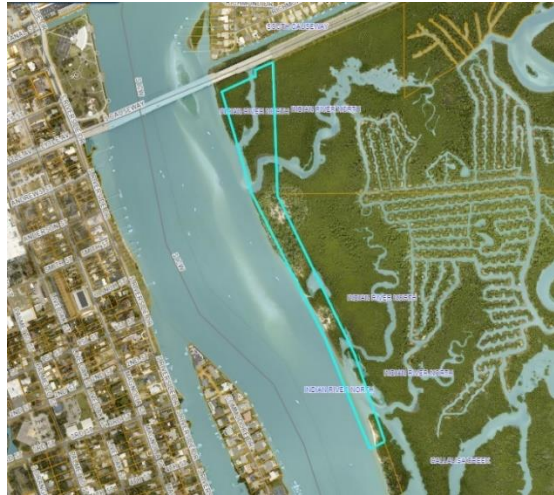
The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. It includes the following steps.

- Comparable sales, contracts for sale and current offerings in market area are investigated.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indications are reconciled for a conclusion of market value.

Four sales, as mentioned above, were analyzed. I have considered adjustments for differences in the most pertinent areas which include:

- **Property Rights:** Rights conveyed may be leased fee, fee simple, leasehold or partial interests. Unless noted otherwise, the property interests conveyed are similar.
- **Financing:** Seller financing or assumption of existing financing at non-market terms may have influenced the purchase price.
- **Conditions of Sale:** Extraordinary motivations on the part of the seller or buyer may influence the sale price.
- **Market Conditions:** Considers changes in the economic environment of time that affect value. These can include local, national and worldwide economies.
- **Location:** Considers influences in the market or submarket area and surrounding land uses. Linkages, ease of access, visibility and traffic counts are also considered
- **Site Size:** In the case of acreage parcels, generally, an inverse relationship exists between the number of acres and price per acre. For office and retail uses a larger site might be more desirable.
- **Physical Attributes:** A myriad of physical characteristics can affect land value. Some examples are site frontage, shape, orientation, availability of utilities, ratio of uplands/wetlands and soil conditions.

Land Sale No. 1



Property Identification

Address	S Causeway
City, State Zip	New Smyrna Beach, Florida 32169
County	Volusia
Tax ID	741700000080

Sale Data

Seller	Charles E Jordan & Rita A Jordan
Buyer	Russell K Sibley
Sale Date	11-01-2024
Deed Book/Page	8627/3003
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Market Time	456 Days
Verification	Michael Fiscina, Listing/Selling Agent
Sale Price	\$150,000

Land Data

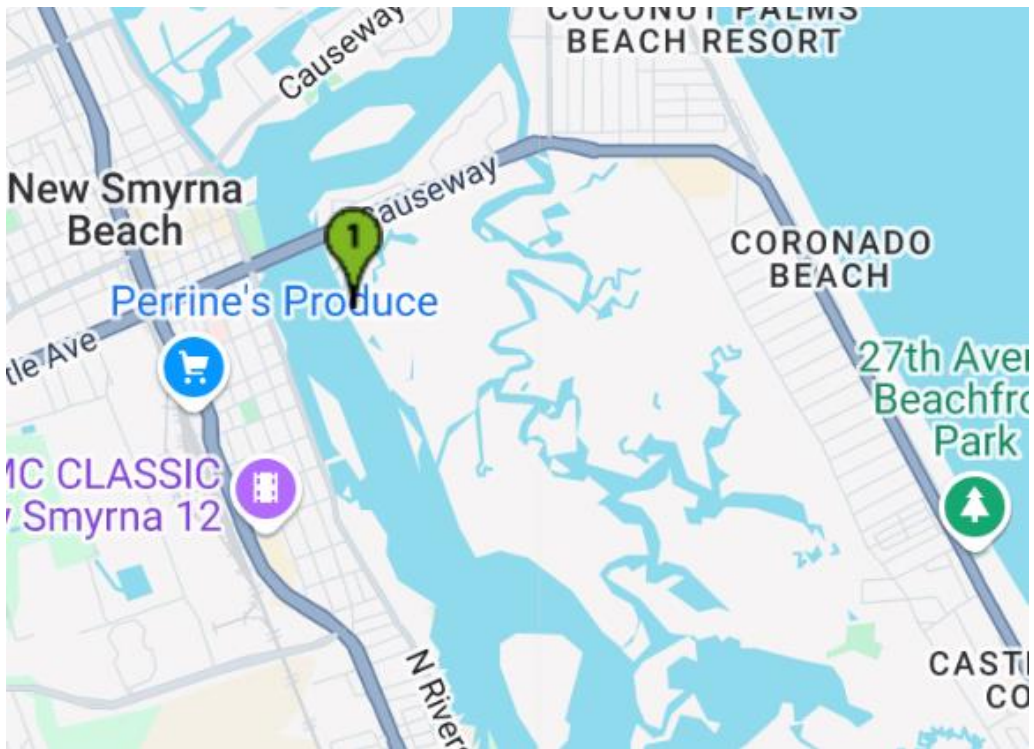
Total Land Size	20.00 acres or 871,200 SF
Useable Land Size	4.19 acres or 182,516 SF
Topography	Wetland Topography
Front Footage	3,620
Utilities	Along S Causeway
In Flood Plain?	Yes. Zone A, X, X500
Zoning Code	C Conservation

Indicators

\$/Gross Acre	\$7,500 per Acre
\$/Useable Acre	\$35,800 per Acre

Remarks

This is the sale of a long, narrow stretch of mangrove and shoreline along the east coast of the N Indian River (Intracoastal) extending southbound from the South Causeway Bridge (SR44) in New Smyrna Beach. The buyer is a developer. The NWI GIS database shows two areas of spoil island uplands measuring approximately 4.19 acres combined.



Land Sale No. 2



Property Identification

Address	20 Tomoka Oaks Blvd
City, State Zip	Ormond Beach, Florida 32174
County	Volusia
Tax ID	324207000010

Sale Data

Seller	ETTS HOLDING, LLC, a Florida limited liability company
Buyer	Triumph Oaks of Ormond Beach I, LLC, a Florida limited liability company
Sale Date	04-23-2021
Deed Book/Page	8036/3448
Property Rights	Fee Simple
Financing	Cash
Verification	Carl Velie, partner
Sale Price	\$2,600,000

Land Data

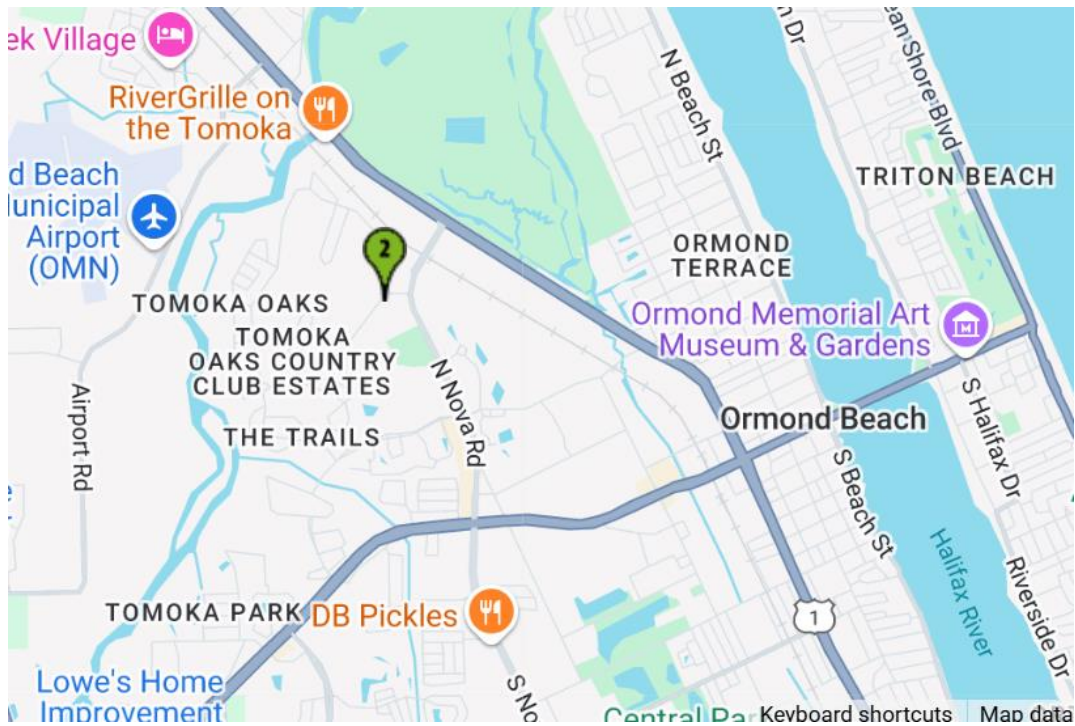
Total Land Size	146.00 acres or 6,359,760 SF
Useable Land Size	146.00 acres or 6,359,760 SF
Topography	Undulating
Utilities	All Available
Traffic Count	Local
Zoning Code	PRD Residential

Indicators

\$/Gross Acre	\$17,808 per Acre
\$/Useable Acre	\$17,808 per Acre

Remarks

The golf course had been closed for several years and was acquired for residential subdivision development. To date, the redevelopment plans have met with strong citizen objections pertaining to density and setbacks



Land Sale No. 3



Property Identification

Address 1419 S SR 415
City, State Zip New Smyrna Beach, Florida 32168
County Volusia
Tax ID 822200000050

Sale Data

Seller Double T Ranch, LLC
Buyer Stefan Cuneo
Sale Date 08-02-2021
Deed Book/Page 8094/3873
Property Rights Fee Simple
Conditions of Sale Motivated Buyer
Market Time 0
Verification Mark Carpenter, Appraiser of Property
Sale Price \$3,500,000

Land Data

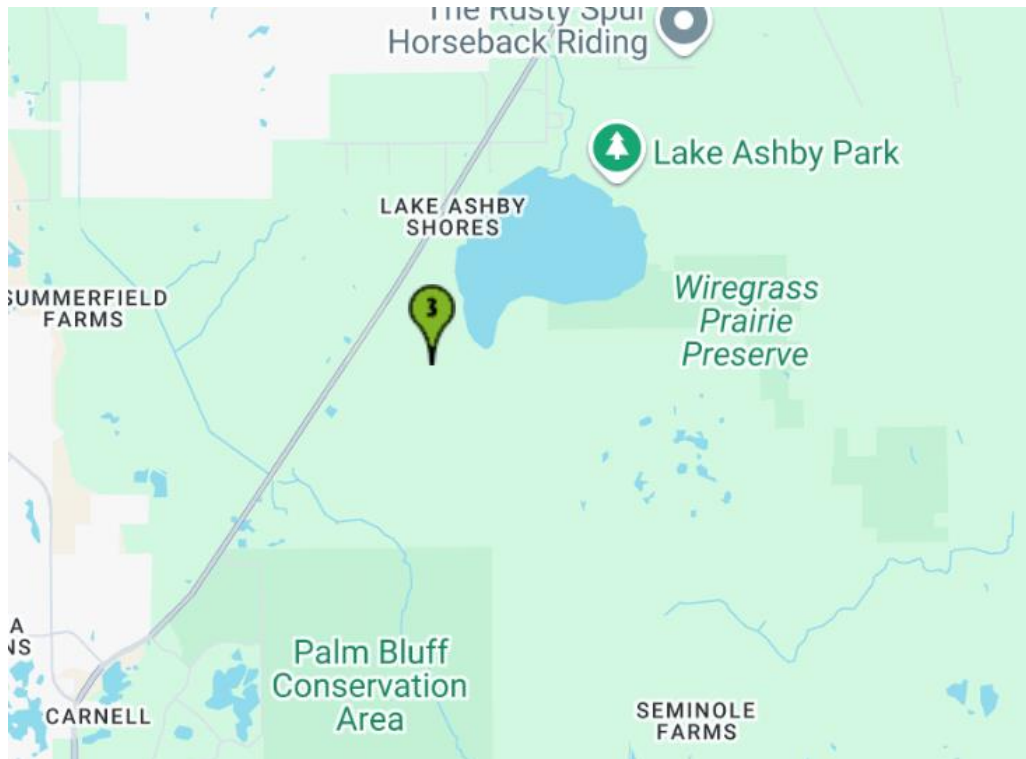
Total Land Size 476.59 acres or 20,760,195 SF
Useable Land Size 285.86 acres or 12,452,062 SF
Topography Generally level, partially cleared, partially wooded
Front Footage 2,440
Utilities Well and Septic Required
Traffic Count 12,200
In Flood Plain? Yes. Zone X, A
Zoning Code Encumbered by conservation easement allowing recreational uses only. A-1, RC
Prime Agriculture, Resource Corridor

Indicators

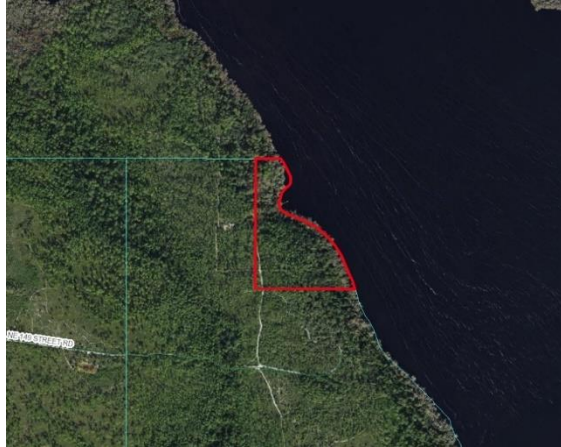
\$/Gross Acre \$7,344 per Acre
\$/Useable Acre \$12,244 per Acre

Remarks

This is the sale of a large agricultural tract with older improvements, purchased by a wealthy investor looking for recreational land who was highly motivated. The buyer approached the seller with an offer. The conservation easement is in favor of St. Johns River WMD.



Land Sale No. 4



Property Identification

Address	29551 NE 149th Street Rd
City, State Zip	Salt Springs, Florida 32134
County	Marion
Tax ID	12077-000-00

Sale Data

Seller	Susan A Kennedy, TR, Walter H & Madeline B Anderson Rev Living Trust
Buyer	St. Bjorn, LLC
Sale Date	11-07-2023
Deed Book/Page	8188/828
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Market Time	205 Days
Verification	Seller Representative
Sale Price	\$630,000

Land Data

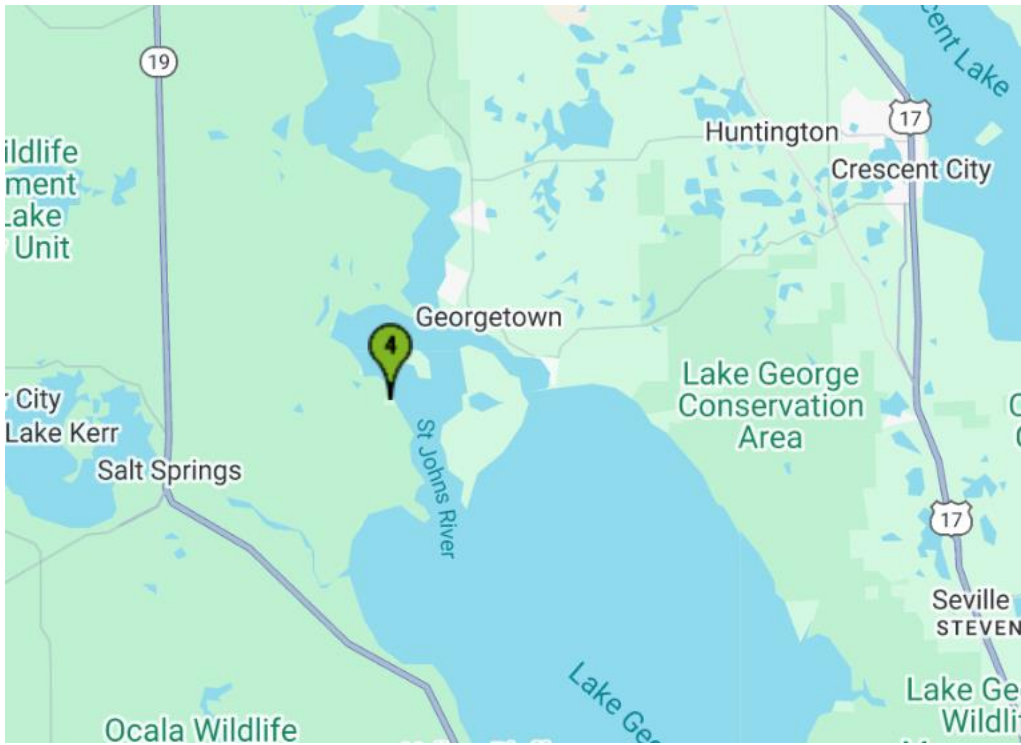
Total Land Size	25.84 acres or 1,125,590 SF
Useable Land Size	20.84 acres or 907,790 SF
Topography	Mostly Wooded, Sloping to River
Front Footage	1,530
Utilities	Well and Septic Required
In Flood Plain?	Yes. Zone X, AE
Zoning Code	A-1 General Agriculture

Indicators

\$/Gross Acre	\$24,381 per Acre
\$/Useable Acre	\$30,230 per Acre

Remarks

This is the sale of a nearly 26-acre parcel with over 1,500 feet of river frontage located east of Salt Springs at the NW corner of Lake George in the Ocala National Forest. The property had been owned by the family for over 90 years. Access is via a 4.75 mile unpaved forest trail. There is currently a small dock. The seller believed the buyer's intent was for recreational purposes only.



Comparison Analysis

The sales have been analyzed and compared with the subject property. I have considered adjustments for differences in the most pertinent areas summarized below:

Land Sales Comparison Table					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	3600 S. Central Avenue	S Causeway	20 Tomoka Oaks Blvd	1419 S SR 415	29551 NE 149th Street Rd
City	Flagler Beach	New Smyrna Beach	Ormond Beach	New Smyrna Beach	Salt Springs
Sale Date	N/A	11/1/2024	4/23/2021	8/2/2021	11/7/2023
Sale Price	N/A	\$150,000	\$2,600,000	\$3,500,000	\$630,000
Sale Price/Useable Acre		\$35,800	\$20,662	\$12,244	\$30,230
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%
Financing		Cash	Seller Financing	Cash	Cash
Adjustment		0%	0%	0%	0%
Conditions of Sale		Arm's length		Motivated Buyer	Arm's length
Adjustment		0%	0%	0%	0%
Market Conditions	1/9/2025	11/1/2024	4/23/2021	8/2/2021	11/7/2023
Adjustment		0%	0%	0%	0%
Adj Price / Usable Acre		\$35,800	\$20,662	\$12,244	\$30,230
Location	Beachside Residential	Beachside Residential	Suburban - Good	Rural	Rural
Comparison				Inferior	Inferior
% Adjustment		0%	0%	20%	20%
\$ Adjustment		\$0	\$0	\$2,449	\$6,046
Access	Average	Boat	Average	Average- Paved	Forest Trail
Comparison		Inferior	No adj.	No adj.	Inferior
% Adjustment		20%	0%	0%	10%
\$ Adjustment		\$7,160	\$0	\$0	\$3,023
Gross Land Size	36.88	20.00	146.00	476.59	25.84
Usable Land Size	36.88	4.19	146.00	285.86	20.84
Comparison		Smaller	Larger	Larger	No adj.
% Adjustment		-20%	10%	25%	0%
\$ Adjustment		-\$7,160	\$2,066	\$3,061	\$0
Other		Intraoastal Waterway at Bridge	N/A	Lake Access	1500' Frontage on Lake George
Comparison		Superior		Superior	Superior
% Adjustment		-40%	0%	-10%	-40%
\$ Adjustment		-\$14,320	\$0	-\$1,224	-\$12,092
Use	Recreational Golf Course	Recreational	Former Golf Course acquired for redevelopment	Encumbered by Conservation Easement Recreational Use only	Recreational
Comparison					
% Adjustment		0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0
Final Adjusted Price		\$21,480	\$22,728	\$16,529	\$27,207
Net Adjustments		-40%	10%	35%	-10%

Sale 1: \$35,800/usable acre

- **Access/Exposure** Inferior – watercraft only
- **Size** Significantly smaller requiring large downward adjustment
- **Other** Superior - Intracoastal waterway at the bridge
- **Overall Comparison** Superior
- **Adjusted Value Indication** \$21,480 per usable acre

Sale 2: \$20,662/ usable acre

- **Size** Significantly larger requiring upward adjustment to the price per acre.
- **Overall Comparison** Slightly Inferior
- **Adjusted Value Indication** \$22,728 per acre

Sale 3: \$12,244/ usable acre

- **Location** Inferior rural location
- **Size** Significantly larger requiring upward adjustment to the price per acre
- **Other** Superior – Lake Access
- **Overall Comparison** Inferior
- **Value Indication** \$16,529 per acre

Sale 4: \$30,230/ usable acre

- **Location** Inferior rural location
- **Access** Inferior – Forest Trail
- **Other** Superior - 1,500' frontage on Lake George
- **Overall Comparison** Slightly superior
- **Value Indication** \$27,207 per acre

Conclusion

The adjusted values of the comparable properties used in this analysis are shown in the chart below. Sales 1, 2 & 4 were given more weight.

Land Value Conclusion	Per Useable Ac	Value Indication
Min. adj. Price/Useable Ac	\$16,529	\$609,600
Max. adj. Price/Useable Ac	\$27,207	\$1,003,400
Avg adj. Price/Useable Ac	\$21,986	\$810,800
Reconciled Value/Useable Ac	\$22,000	\$810,000

Eight Hundred Ten Thousand Dollars

Test of Reasonableness: Acquisition prices for retail locations in the market area

The price of acquiring a retail business location in the market area is considered, regardless of size. While the subject has a lot of acreage the development and maintenance costs of the golf course must be recouped by a profit center located on a portion of the property which, in this case, will be a clubhouse – golf-related entertainment venue.

Address	City/Municipality	Gross Acres	Zoning Description	Sale Price	Sale Date
5975 Old Kings Road	Palm Coast	1.06749	Commercial	\$545,000	03-30-2023
6085 Old Kings Road	Palm Coast	1.73073	Commercial	\$690,000	05-12-2022
811 W. Moody Blvd.	Bunnell	3.66	Business District	\$499,900	04-03-2024
309 N. Ocean Shore Blvd.	Flagler Beach	0.09401	General Commercial	\$460,000	01-19-2022
6010 State Hwy 100 E	Palm Coast	5.78724	Commercial	\$600,000	09-09-2021
1510 N. US Hwy. 1	Ormond Beach	1.3292	Signalized Corner	\$950,000	04-29-2024

The prices ranged from \$460,000 to \$950,000. My value conclusion is at the upper limit, which is reasonable considering the subject location.

Exposure Time

Terminology abounds in the real estate appraisal profession. Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion.

Term	Definition	Explanation
Exposure Time (Statement 6)	<i>"... the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal".</i>	Backward looking; ends on the effective value date. Based on factual, past events.
Marketing Time (Advisory Opinion 7)	<i>"... an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal".</i>	Forward looking; starts on the effective value date. A forecast based on expectancies of future occurrences.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. We estimate an "As Is" exposure time of approximately 12 – 18 months.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusion were developed, and this report has been prepared in conformity with the requirements of the Code of Profession Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- T. James Cooksey is a designated member of the Appraisal Institute and has completed the continuing education program prior to this preparation date.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- T. James Cooksey has personally inspected the subject property.



T. James Cooksey, MAI, CCIM
State-Certified General Real Estate Appraiser
RZ343

ADDENDA

Flood Map

3600 S CENTRAL AVE FLAGLER BEACH, FL 32136-4162

LOCATION ACCURACY: 9 Excellent

Flood Zone Determination Report

Flood Zone Determination: **IN** 

COMMUNITY	120087	PANEL	0261E
PANEL DATE	June 06, 2018	MAP NUMBER	12035C0261E



Appraiser Qualifications

T. James Cooksey, MAI, CCIM, AI-GRS

State-Certified General Real Estate Appraiser RZ343

Licensed Real Estate Broker

Education

Bachelor of Arts Degree, Behavioral Science, University of South Florida, 1973 with minor studies in accounting & economics

Partial List of Specialized Appraisal & Real Estate Education:

Case Studies, University of San Diego, Appraisal Institute
Litigation Valuation, University of Colorado, Appraisal Institute,
Business Valuation Parts I & II, Appraisal Institute,
Partial Interest Valuation, Divided – Appraisal Institute
Marina Valuation – International Marina Institute,
Separating Real & Personal Property from Intangible Business Assets
Subdivision Analysis,
Small Hotel/Motel Valuation, Appraisal Institute
Real Estate Damages, Appraisal Institute
Advanced Land Valuation – Sound Solutions – Appraisal Institute
Valuation of Donated Real Estate Including Conservation Easement
Appraisal of Medical Office Buildings

Employment History

Military	1968-1970 USAF,
Banking	1974 – 1976 Florida National Bank, St. Petersburg, FL, Credit Analyst 1976 – 1981 Ellis Banking Corporation, Bradenton, Flagler County and Ormond Beach, FL; Holding Company Staff Auditor, Bank Operations & Vice President, Commercial Lending
Appraisal	1981 – Present. Cooksey & Associates, f/k/a Massie Appraisal Company acquired after retirement of founder E.R. Massie, Jr. MAI, JD in 1987
Teaching	Adjunct professor Daytona Beach Community College, Real Estate Appraisal State Certification (AB1) 1989 - 1992

Appraisal Experience

Vacant land and acreage, subdivisions, farms, single family residences, mobile home parks, condominiums, motels, timeshare projects, banking facilities, warehouses, industrial facilities, apartment projects, retail stores, neighborhood and community shopping centers, office buildings, gas station/convenience stores, restaurants, right of way, litigation support, diminution of value analyses.

Partial List of Clients:

In addition to area law and accounting firms we serve the following institutions:

Bank of America	Florida Community Bank	City of Port Orange
Fifth Third	PNC	City of Daytona Beach
National City Bank	Main Street Bank	Florida Power & Light
Wells Fargo	Regions Bank	Dept. of Natural Resources
Barwick Bank	BB&T	International Speedway Corp
PNC	Halifax Health	City of Flagler Beach
Main Street Bank	Flagler County Commission	Daytona State College
Vystar Credit Union	Volusia County Public Works	Embry Riddle University
Volusia County	Florida Hospital – Adventist Health	Bethune-Cookman University

Qualified Expert Witness

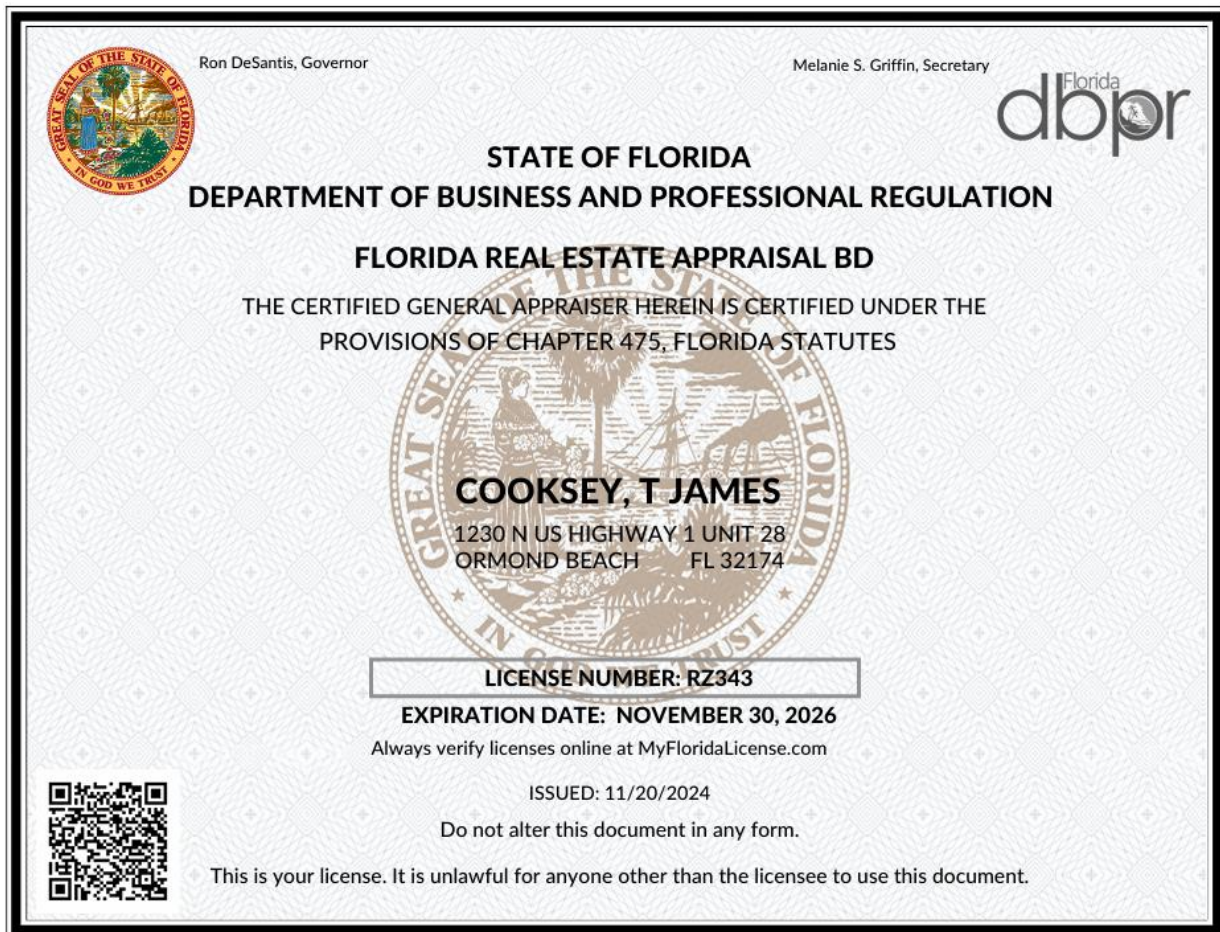
District Courts in Volusia, Flagler and Alachua Counties. Federal Bankruptcy Courts in Jacksonville and Tampa.

Professional Memberships

- MAI - Member of the Appraisal Institute
- CCIM, Certified Commercial Investment Member - Commercial Investment Real Estate Institute
- AI-GRS, Appraisal Institute - General Review Appraiser
- State of Florida Certified General Real Estate Appraiser #0000343
- Licensed Real Estate Broker, Member of Daytona Beach Board of Realtors
- Past President - Appraisal Institute, Volusia/Flagler Chapter, 1991
- Past President - Ormond Beach Rotary Club

Continuing Education Requirement

The Appraisal Institute conducts a program of continuing education for its designated members. Members who meet the minimum standards of this program are awarded periodic educational certification. I have completed the requirements under the continuing education program of the Appraisal Institute.





Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: October 9, 2025
Item Name: Resolution 2025-79. A Resolution by the City Commission of the City of Flagler Beach, Florida, to approve a change order submitted by Vecellio & Grogan, inc. for delays incurred during the Pier Removal and Replacement Project in an amount not to exceed \$38,933.48; providing for conflict and an effective date.

Background:

The City of Flagler Beach has entered into a contract with Vecellio & Grogan, Inc. ("V&G") for the Pier Removal and Replacement Project. The City Engineer, in consultation with England-Thims & Miller, Inc., has reviewed the Change Order Request submitted by V&G. The City Engineer has determined that delays have occurred through no fault of the contractor, including:

1. Restrictions imposed by the Florida Department of Environmental Protection (FDEP) prohibiting mobilization and beachside activity during marine turtle nesting season; and,
2. The time required to obtain approval of the Temporary Traffic Control Plan (TTCP) from the Florida Department of Transportation (FDOT).

The City Engineer has found that these delays are legitimate, documented, and beyond the Contractor's control, and recommends that an equitable adjustment to the contract time and price is warranted.

Fiscal Impact:

Funding for this adjustment of \$38,933.48 will be drawn from the project's approved budget allocation for the Pier Removal and Replacement Project.

Staff Recommendation:

Staff recommends approval of Resolution 2025-79, authorizing the Change Order in an amount not to exceed \$38,933.48. Approval will preserve the contractor's ability to complete the Pier Removal and Replacement Project efficiently while ensuring full compliance with state and federal regulations.

Attachments:

1. Resolution 2025-79
2. City Engineer Letter - V&G Change Order Request - Issuance of NTP
3. 1 - Pier Replacement - Change Order Request #2 - ETM and V&G Signed
4. 2 - V&G - Notice of Intent 001 - Impacts Due to Issuance of Notice to Proceed - 23 JUN 2025
5. 3 - V&G - Change Order Request #2 dated 15 JUL 2025
6. 4 - ETM Engineer's Estimate for V&G Change Order #2 - 25 AUG 2025
7. 5 - FDEP Permits
8. 6 - FDOT Construction Agreement - 2025-C-591-00002

RESOLUTION 2025-79

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO APPROVE A CHANGE ORDER SUBMITTED BY VECELLIO & GROGAN, INC. FOR DELAYS INCURRED DURING THE PIER REMOVAL AND REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$38,933.48; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach has entered into a contract with Vecellio & Grogan, Inc. ("V&G") for the Pier Removal and Replacement Project; and,

WHEREAS, the City Engineer, in consultation with England-Thims & Miller, Inc., has reviewed the Change Order Request submitted by V&G; and,

WHEREAS, the City Engineer has determined that delays have occurred through no fault of the contractor, including:

1. Restrictions imposed by the Florida Department of Environmental Protection (FDEP) prohibiting mobilization and beachside activity during marine turtle nesting season; and
2. The time required to obtain approval of the Temporary Traffic Control Plan (TTCP) from the Florida Department of Transportation (FDOT); and,

WHEREAS, V&G complied in good faith with all City directives and environmental regulations, including verbal instructions from the City not to mobilize until authorization was granted; and,

WHEREAS, the City Engineer has found that these delays are legitimate, documented, and beyond the contractor's control, and recommends that an equitable adjustment to the contract time and price is warranted; and,

WHEREAS, the City Commission of Flagler Beach desires to preserve the contractor's ability to efficiently complete the project while maintaining compliance with all governing regulatory agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Flagler Beach hereby approves Change Order #1 attached hereto as Exhibit "A" received from Vecellio & Grogan, Inc., for permanent repairs to the Pier Removal and Replacement Project.

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of October, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000



September 5, 2025

Elected Officials

City Commission Chambers

RE: City of Flagler Beach Pier Removal and Replacement
Vecellio & Grogan, Inc. Change Order Request

The purpose of this letter is to provide justification for a Change Order request submitted by Vecellio & Grogan, Inc. (V&G), the contractor selected for the above-referenced project. The City Engineer has reviewed the contractor's submission in conjunction with the contracted Construction Engineering and Inspection Advisor, England-Thims & Miller, Inc., and concurs that the delays experienced are both valid and outside the control of the contractor, thereby warranting consideration for an equitable adjustment in contract time and compensation for delays caused through no fault of the contractor.

- FDEP Permit Restriction - Marine Turtle Nesting Season

This condition prohibits mobilization and any beachside activity during the defined nesting season. This delay was first brought to our attention by the contractor on March 4, 2025, and in recognition of the environmental restriction, the City verbally instructed V&G not to mobilize or begin work on the beach until authorization is granted. The contractor has complied in good faith with these instructions.

- Temporary Traffic Control Plan Approval - FDOT Right-of-Way

A second critical delay involves the pending approval of the Temporary Traffic Control Plan (TTCP) by the Florida Department of Transportation (FDOT). The sequence of submittals is as follows:

- TTCP submitted by V&G on March 21, 2025
- FDOT comments received April 30, 2025
- V&G re-submitted the plan with corrections on May 1, 2025
- FDOT Approval of TTCP awarded on July 10, 2025

Therefore, through no fault of the contractor, the inability to establish the work zone and initiate construction is directly tied to pending regulatory approvals from both FDEP and FDOT.

After thorough review, the City Engineer acknowledges that:

- The delays are legitimate, documented, and beyond the contractor's control
- V&G has complied with environmental regulations and City directives in good faith
- The project could not commence until necessary external approvals are secured

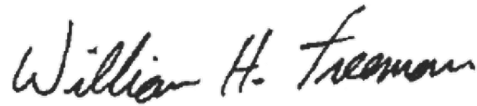
The City Engineer supports V&G's request for an equitable adjustment to the Contract Time and Contract Price to account for:

- The delay resulting from the FDEP nesting season restriction
- The inability to commence work due to pending FDOT TTCP approval
- Verbal directives issued by the City restricting mobilization

The City Engineer recommends approval of the requested Vecellio & Grogan, Inc. Change Order in recognition of these justifiable delays. This adjustment is necessary to preserve the contractor's ability to perform the work efficiently and to ensure compliance with all governing regulatory agencies all while remaining committed to collaborating with all stakeholders to minimize further impacts and proceed as soon as approvals are granted.

Please feel free to contact me should you require any additional clarification or documentation.

Respectfully Submitted,



Bill Freeman

City Engineer

City of Flagler Beach

800 South Daytona Avenue

Flagler Beach, FL 32136

O: (386) 517-2000 Ext 230

M: (386) 276-1007

bfreeman@cityofflaglerbeach.com

CHANGE ORDER REQUEST FORM

PROJECT Flagler Beach Fishing Pier Replacement

No. 002

DATE OF ISSUANCE

EFFECTIVE DATE

Contract No.: 260

CONTRACTOR: Vecellio & Grogan, Inc.

CMA: England-Thims & Miller, Inc.

Description of changes:

The contract price will be increased by \$38,933.48, and 26 non-compensable calendar days will be added to the contract duration. This adjustment accounts for delays associated with the permit application process. Two permits had to be added, and during their review and issuance, the contractor was unable to perform critical path work.

Attachments: (List documents supporting change) Engineer's estimate, contractor's estimated cost, 2 issued permits.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 14,142,027.00

CHANGE IN CONTRACT TIMES:

Original Contract Times

Substantial Completion: 510 days, 11/07/2026
(days and dates)

Ready for Final Payment: 30 days, 12/07/2026
(days and dates)

Net change from previous Change Orders No. - to No. 1

\$ 37,203.38

Net change from previous Change Orders No. - to No. 1

0

(days)

Contract Price prior to this Change Order

\$ 14,179,230.38

Contract Times Prior to This Change Order

Substantial Completion: 510 days, 11/07/2026
(days and dates)

Ready for Final Payment: 30 days, 12/07/2026
(days and dates)

Net Increase (decrease) of this Change Order

\$ 38,933.48

Net Increase (decrease) of this Change Order

26

(days)

Contract Price with all approved Change Orders

\$ 14,218,163.86

Contract Times with all approved Change Orders

Substantial Completion: 538 days, 12/05/2026
(days and dates)

Ready for Final Payment: 30 days, 1/04/2027
(days and dates)

RECOMMENDED:

By: Maksim Milovidov, PE

Date: 08/28/2025

APPROVED:

By: _____
City of Flagler Beach (Authorized Signature)

Date: _____

ACCEPTED:

By: Matthew A Farley
Contractor (Authorized Signature)

Date: 9/4/25

Digitally signed by Matthew A Farley
DN: cn=Matthew A Farley,
o=Vecellio & Grogan Inc., c=US
Date: 2025.09.04 13:35:21 -0400



Vecellio & Grogan, Inc.

June 23, 2025

Via Email and Federal Express

Ms. Christine Novak,
Project Manager
Mr. Bill Freeman, P.E.
City Engineer
City of Flagler Beach
800 S. Daytona Avenue
Flagler Beach, FL 32136

**Re: Flagler Beach Fishing Pier Replacement
 Bid No. FB-242307
 V&G Notice of Intent (NOI) 001 – Impacts Due to Issuance of Notice to
 Proceed**

Dear Chris and Bill:

The City of Flagler Beach (City) issued Vecellio & Grogan, Inc. (V&G) Notice to Proceed (NTP) to perform and furnish materials, labor, insurance, supervision, and equipment in accordance with the scope and specifications described in the November 1, 2024 bid document, including addenda for the subject project effective June 16, 2025.

Although the NTP has been issued, there are pending issues predating the NTP of which the City was aware of and is responsible for that are impacting V&G's commencement of construction as of the June 16, 2025 effective date stated in the NTP. V&G formally documented these issues with *V&G Letter of Concern 001 – Notice to Proceed* sent on June 16, 2025. The City is aware that the Work cannot commence until the City resolves those issues. As a result of those issues having not been resolved to date and the NTP remaining in place, V&G provides this correspondence.

For your reference, the pending issues presently impacting V&G's commencement of Construction provided in *V&G Letter of Concern 001 – Notice to Proceed* are the following:

1. **Florida Department of Environmental Protection (FDEP) Permit No. 0436370-001-JC, Specific Condition 7:** *"No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31."*
 - a. Originally brought up as a concern by V&G on 03/04/2025 by Cory Butz via email.
 - b. V&G acknowledges that the City of Flagler Beach and Moffat & Nichol (Engineer of Record) are combining efforts to obtain a DEP Permit Modification allowing construction to take place on the sandy beach during this timeframe. In a meeting on June 16, 2025, it was stated that a 30-day review time would follow a permit modification request. To the best of V&G's knowledge, this modification request was submitted on June 17, 2025.

- c. In an effort to minimize impacts to the traveling public and beachgoers, V&G has been verbally instructed by the City of Flagler Beach not to begin the mobilization process and establish control of the work zone designated by the contract plans until otherwise directed.

2. FDOT approval of V&G's Temporary Traffic Control Plan (TTCP)

- a. V&G originally submitted the TTCP for review on March 21, 2025. FDOT comments were provided on April 30, 2025 and addressed via re-submittal by V&G on 5/1/2025. Since then, there have been no comments or acceptance of the TTCP. It is V&G's understanding that without FDOT approval to the TTCP, no work within FDOT Right-of-Way shall take place. Nearly the entire work zone established by the Contract Plans falls within FDOT Right-of-Way, therefore, the work zone cannot be established, and work cannot commence.

Based on the foregoing, in accordance with *Standard General Conditions of the Construction Contract*, including *Section 4.05A*, *Section 11.04*, *Section 11.05*, and (should V&G and the City not be able to reach an agreement on compensation and time), *Article 12*, V&G submits this letter as a Notice of Intent to file a claim for additional compensation and contract time due to the delay to the performance of work. V&G is entitled to an equitable adjustment allowing for additional compensation and additional time associated with these impacts as such adjustment is essential to V&G's ability to complete the Work within the Contract Time.

At this time, the impacts are going and continuous. Until the impacts are resolved, the full costs and time associated with the above-referenced issues are not yet known. Anticipated additional contract time will be a day for day extension for every day as of June 16, 2025, until the date V&G is permitted to commence construction. The potential additional costs, in accordance with *Section 11.04*, and *Article 13*, known at this time, are including but not limited to:

1. Jobsite management personnel
2. Cost escalations on materials and subcontractors.
3. Cost increases to Builder's Risk Insurance

V&G will track the associated costs and make its best efforts to mitigate such costs to the extent possible.

Should the City require additional information, please feel free to contact me.

Sincerely,

Justin S McKay

Justin McKay
Project Manager
Vecellio & Grogan, Inc.

Digitally signed by Justin S McKay
DN: CN=Justin S McKay,
dnQualifier=A01410C00001884DD83454000DB826,
O=VECELLIO AND GROGAN INC., C=US
Date: 2025.06.24 15:21:19-04'00'

cc: Cory Butz, Director of Operations, Vecellio & Grogan, Inc.
Kent Ponder, P.E. Senior Project Engineer, England-Thims & Miller, Inc.
Maksim Milovidov, P.E., Project Engineer, England-Thims & Miller, Inc.



DATE: 15-July-2025

VGI Internal Doc No: 234.05.01.0001

Contractor: Vecellio & Grogan, Inc.
2251 Robert C, Byrd Drive
Beckley, WV 25801

Subcontractor: N/A

Contractor's Change Order Items:

Summary:

- 1.
- 2.

DAYS REQUESTED: 29

Name & Title: Justin McKay - Project Manager

COST DATA SHEET

Labor Breakdown:

[illegible]

Mark-up Breakdown:

Total Labor (15%)	\$	24,036.16	\$	3,605.42
Total Equipment (15%)	\$	7,467.52	\$	1,120
Total Subsistence (15%)	\$	2,351.52	\$	353
Total Subcontractor (5%)	\$	-	\$	-
Total Mark-up Cost			\$	5,078

Summary:

Subtotal Labor, Equipment, & Mark-up Cost		\$ 38,933.48
Bond		\$ -
GRAND TOTAL		\$ 38,933.48

Updated Blue Book Equipment Breakdown:

Classification	Description	Qty	Units	Unit Price	Total
Pickup Truck	2025 Ford F150 SuperCrew XLT	1.00	168.00	\$ 31.54	\$ 5,298.72
Pickup Truck	2024 Ford F150 SuperCrew XLT	1.00	56.00	\$ 31.40	\$ 1,758.40
Pickup Truck	2022 Ford F150 XL	1.00	16.00	\$ 25.65	\$ 410.40
0	0	-	-		\$ -
0	0	-	-		\$ -
0	0	-	-		\$ -
0	0	-	-		\$ -
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0	0	-	-		\$ -
0	0	-	-		\$ -
0	0	-	-		\$ -
0	0	-	-		\$ -
		-	-		
Total Equipment Cost					\$ 7,467.52

Subsistence

Description	Qty	Unit	Unit Price	Total
Jose Centeno	6.00	Days	\$ 136.36	\$ 818
Justin McKay	20.00	Days	\$ 50.00	\$ 1,000
Arlion Jenkins IV	20.00	Days	\$ 26.67	\$ 533
Total Material Cost				\$ 2,352

Subcontractor:

Description	Qty	Unit	Unit Price	Total
	-		\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
	-	0	\$ -	\$ -
Total Subcontractor Cost				\$ -

Employee Name		Hours	Hourly Rate	Total
Jose Centeno	Project Superintendent	56.0 hrs.	\$ 61.50	\$ 3,444.27
Justin McKay	Project Manager	168.0 hrs.	\$ 45.73	\$ 7,681.80
Arlion Jenkins IV	Field Engineer	168.0 hrs.	\$ 36.06	\$ 6,057.69
Jaylan Burchell	Pile Driver Foreman	16.0 hrs.	\$ 43.27	\$ 692.31
		0.0 hrs.		\$ -
		0.0 hrs.		\$ -
		0.0 hrs.		\$ -
		0.0 hrs.		\$ -
		0.0 hrs.		\$ -
		0.0 hrs.		\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal Labor Cost				\$ 17,876.07
Subtotal Burden	34.46%			\$ 6,160.09
Total Labor Cost				\$ 24,036.16

Subsistence

Description	Qty	Unit	Unit Price	Total
Jose Centeno	6	Days	\$ 136.36	\$ 818.18
Justin McKay	20	Days	\$ 50.00	\$ 1,000.00
Arlion Jenkins IV	20	Days	\$ 26.67	\$ 533.33
				\$ -
				\$ -
Total Material Cost				\$ 2,351.52

Updated Blue Book Equipment Breakdown:

Classification	Owner	Description	Qty	Working Hrs.	Standby Hrs	Hourly Rate	Standby Rate	Total
Pickup Truck	V&G	2025 Ford F150 SuperCrew XLT	1	168.0 hrs.		\$ 31.54		\$ 5,298.72
Pickup Truck	V&G	2024 Ford F150 SuperCrew XLT	1	56.0 hrs.		\$ 31.40		\$ 1,758.40
Pickup Truck	V&G	2022 Ford F150 XL	1	16.0 hrs.		\$ 25.65		\$ 410.40
								\$ -
								\$ -
								\$ -
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								\$ -
								\$ -
								\$ -
Total Equipment Cost								\$ 7,467.52

Subcontractor:

Description	Qty	Unit	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Subcontractor Cost				\$ -

LABOR					
	DATE	Jose Centeno	Justin McKay	Arlion Jenkins IV	Jaylan Burchell
1	16-Jun-25		8	8	
2	17-Jun-25		8	8	
3	18-Jun-25		8	8	
4	19-Jun-25		8	8	
5	20-Jun-25		8	8	
6	21-Jun-25				
7	22-Jun-25				
8	23-Jun-25		8	8	
9	24-Jun-25		8	8	
10	25-Jun-25		8	8	
11	26-Jun-25		8	8	
12	27-Jun-25		8	8	
13	28-Jun-25				
14	29-Jun-25				
15	30-Jun-25	8	8	8	
16	1-Jul-25	8	8	8	
17	2-Jul-25		8	8	
18	3-Jul-25		8	8	
19	4-Jul-25	HOLIDAY	HOLIDAY	HOLIDAY	HOLIDAY
20	5-Jul-25				
21	6-Jul-25				
22	7-Jul-25		8	8	
23	8-Jul-25		8	8	
24	9-Jul-25	8	8	8	
25	10-Jul-25	8	8	8	
26	11-Jul-25	8	8	8	8
27	12-Jul-25				
28	13-Jul-25	WEATHER	WEATHER	WEATHER	WEATHER
29	14-Jul-25	WORK DAY	WORK DAY	WORK DAY	WORK DAY
TOTAL HOURS		40	152	152	8
RATE		61.5	45.7	36.06	37.1
BURDEN ADJUSTMENT		1.34	1.34	1.34	1.34
		3296.4	9308.176	7344.7008	397.712
					20346.99

SUBSISTENCE				
DAILY RATE		136.36	50	26.67
# OF DAYS		5	19	19
TOTAL		681.8	950	506.73
				2138.53

NO SUBCONTRACTOR COST CONNECTED TO THIS CLAIM!!!

TOTAL COST			
		15% MARKUP	W/ MARKUP
LABOR	20346.99	3052.04832	23399.0371
SUBSTENCE	2138.53	320.7795	2459.3095
EQUIPMENT	6888.72	1033.308	7922.028
		TOTAL:	33780.3746
		CONTRACTOR'S CLAIM:	38933.48
		RATIO:	1.15254731
		DELTA:	5153.10538

EQUIPMENT COST			
	RATE	# OF HOURS	COST
2025 FORD F150 SUPERCREW XLT	34.94	152	5310.88
2024 FORD F150 SUPERCREW XLT	34.8	40	1392
2022 FORD F150 XL	23.23	8	185.84
TOTAL:			6888.72



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

July 2, 2025

City of Flagler Beach
Attn: Christine Novak
P.O. Box 70
Flagler Beach FL, 32136
CNovak@cityofflaglerbeach.com

c/o

Moffatt & Nichol
Attn: Gabriel Perdomo, P.E.
501 E Kennedy Blvd, Suite 1910
Tampa, FL, 33602
GPerdomo@moffattnichol.com

Permit Modification No. 0436370-002-JN
Permit No. 0436370-001-JC, Flagler County
Flagler Beach Fishing Pier Project

Dear Ms. Novak and Mr. Perdomo:

Your request to modify Permit No. 0436370-001-JC was received on June 26, 2025, and has been reviewed by Florida Department of Environmental Protection (Department) staff. The requested modification is to allow construction of a temporary construction trestle on the beach within the main portion of marine turtle nesting season. This administrative modification will ensure consistency with the 2015 U.S. Fish and Wildlife Service Statewide Programmatic Biological Opinion (SPBO) and the Federal Permits.

Background

On March 19, 2025, the Department issued Permit No. **0436370-001-JC**, to authorize the demolition and re-construction of the Flagler Beach Fishing Pier. The new pier will be approximately 828 feet long and will include a T-head at the seaward end.

For additional background, please see the ***CONSOLIDATED NOTICE OF INTENT TO ISSUE JOINT COASTAL PERMIT AND AUTHORIZATION TO USE SOVEREIGN SUBMERGED LANDS*** for Permit No. 0436370-001-JC at the following website:

[https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&\[guid=20.231883.1\]&\[profile=Permitting_Authorization](https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&[guid=20.231883.1]&[profile=Permitting_Authorization)

Staff Assessment and Justification

To minimize the potential impacts to nesting marine turtles the existing permit (Permit No. 0436370-001-JC) prohibited construction during the main portion of marine turtle nesting season (May 1 through October 31). Construction was anticipated to begin before the 2025 marine turtle nesting season, however due to unexpected delays and the time-sensitive nature of the County's sources, the start of construction will begin during marine turtle nesting season. Consequently, the County has requested a modification of the permit to authorize the construction and use of the temporary trestle on the beach within the main portion of marine turtle nesting season. In support of this request, the County provided proof of federal consultation (dated May 16, 2024) which determined that the project's effects concerning the construction activities were consistent with those analyzed in the 2015 U.S. Fish and Wildlife Service Statewide Programmatic Biological Opinion (SPBO). Therefore, based on the Applicant's commitment to implement the measures outlined in the SPBO construction of the temporary construction trestle during marine turtle nesting season would be covered by the 2015 SPBO.

The Department and the Florida Fish and Wildlife Conservation Commission (FWC) have reviewed this request and have no objection provided the permit conditions are implemented to ensure all state requirements for the protection of marine turtles are met in accordance with 379.2431(1) Florida Statute and 62B-33.005(4)(h) & (12), F.A.C. Consequently, the following Specific Conditions will be modified to remove restrictions on time of construction.

The specific conditions shall be revised as follows (~~striketroughs~~ are deletions, underlines are additions):

5. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed ***final construction plans and specifications*** for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit.

These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and workspaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

- b. Documentation that the ***Lease Modification*** (#180025602) has been executed to the satisfaction of the Department;
- c. ***Turbidity Monitoring:*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by individuals with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.
 - i. ***Qualifications.*** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;
 - ii. A ***Scope of Work*** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
 - iii. ***Draft turbidity sampling map.*** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 15)
- d. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation

Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 11 through 23. This documentation shall include the following:

- i. Marine Turtle Protection: A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. Shorebird Protection: A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- ~~d.~~ e. ***Pre-Construction Conference. After all items required by a through e d. above have been submitted to the Department,*** the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: MarineTurtle@myfwc.com

FWC, Regional Biologist
Contact list: <http://myfwc.com/conservation/you- conserve/wildlife/shorebirds/>

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at MarineTurtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

SPECIFIC CONDITIONS – FISH AND WILDLIFE

- ~~7. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31.~~
- ~~8.~~7. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season.
- ~~9.~~8. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.
- ~~10.~~9. All debris (including rocks, sandbags, construction materials, etc.) shall be removed and disposed of in a location landward of the Coastal Construction Control Line. All temporary disturbances in the sand (including, but not limited to, ruts, depressions, mounds, etc.) resulting from work activities shall be filled in and raked smooth after project completion.
- ~~11. The permittee shall comply with the following conditions intended to protect manatees from direct project effects:~~
 - ~~a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.~~

- ~~b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.~~
- ~~c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.~~
- ~~d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.~~
- ~~e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com.~~
- ~~f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.~~

10. In-water Activity. The Permittee shall adhere to the following requirements for all in-water activity:

- a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to

advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.

- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
- d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
- e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 888-404-3922, and to the FWC at ImperiledSpecies@MyFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@MyFWC.com.
- f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters - Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of

the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@MyFWC.com.

11. Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

 - a. The Permittee shall ensure that nesting surveys for marine turtle nesting activity are ongoing, have been conducted daily since the beginning of marine turtle nesting season (May 1), and are only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. The Marine Turtle Permit Holder for this area is Nicholas Poorte; (nic@flaglerturtlepatrol.com; 801-882-9060). For information regarding any questions or issues related to the Marine Turtle Permit Holders in this area, contact the FWC at MTP@MyFWC.com.
 - b. A daily marine turtle nest survey shall be conducted in the project vicinity, no sooner than 30 minutes prior to sunrise, to determine if any nesting activity has occurred in the area prior to the commencement of any activities on the beach each day. No work or activities shall occur until daily notice has been received from the Marine Turtle Permit Holder that the morning survey has been completed and all nests marked.
 - c. Nests deposited within the project area shall be left in place and marked for avoidance. In accordance with the FWC Marine Turtle Conservation Handbook, the nest site shall be marked with a radius of ten (10) feet, centered at the clutch, using three to four wooden stakes extending at least 36 inches above the sand and connected by flagging tape. The Marine Turtle Permit Holder shall install an on-beach marker at the nest site and a second marker at a point as far landward as possible to ensure that locating the nest will be possible should the on-beach marker be lost. Nest sites shall be inspected daily by the Marine Turtle Permit Holder to ensure nest markers remain in place and that the nest has not been disturbed by the project activity.
12. The Permittee shall notify the FWC if a nest is present in the project area as soon as possible at MarineTurtle@MyFWC.com. No activities shall occur within 10 feet of the nest markers. Work may continue in the project area if this 20-foot buffer area around the nest can be avoided. If it cannot be avoided, activities shall cease in this area around the nest and shall not continue until after all nests have hatched. Contact FWC at MarineTurtle@MyFWC.com to review the project area and FWC shall make a recommendation to DEP as to whether work can resume.

13. The Permittee shall ensure that all heavy equipment shall traverse the beach on the wet sand as close to the water as practicable, if the access point is not onsite.
14. The Permittee shall ensure that all temporary disturbances in the sand resulting from work activities including, but not limited to, ruts, depressions, mounds, etc., shall be filled in and raked smooth with hand tools daily, prior to sunset each evening. All debris (including rocks, sandbags, construction materials, etc.) shall be removed and disposed of in a location landward of the Coastal Construction Control Line.
15. The Permittee shall ensure that staging areas for construction equipment or materials shall be located off the beach. No nighttime storage of equipment on the beach is allowed. All activity on the beach shall cease prior to sunset each day, including, but not limited to, removing equipment from the beach, debris removal, and smoothing disturbances in the sand.
16. If a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, a report of the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) shall be sent to the FWC at MarineTurtle@MyFWC.com.
17. During marine turtle nesting and hatching season, no structures, materials, or sand shall be placed seaward of a nest to avoid impeding the progress of turtle hatchlings to the ocean overnight or during the day.
18. No silt fence, orange construction fence, or other potentially entangling material may be utilized in areas accessible to nesting or hatchling marine turtles.
19. **Shorebird Protection Overview and General Requirements.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. The Permittee shall comply with the shorebird protection conditions during the shorebird breeding cycle, which includes courtship, nesting and chick-rearing. These conditions aim to prevent direct impacts associated with the construction of the project and may not cover all potential take incidental to the project operation and use.
 - a. Deterrents and other actions which prevent shorebirds from nesting or disturb shorebird nesting and brood-rearing behavior are prohibited without an incidental take permit from FWC.
 - b. If harm or harassment of State Threatened species cannot be avoided, the Permittee shall obtain an incidental take permit from the FWC prior to commencement of the activity.

- c. For information on incidental take permitting and other authorizations, refer to the *Imperiled Beach Nesting Bird (IBNB) Conservation Measures and Permitting Guidelines*: <http://www.myfwc.com/IBNB>.

20. **Shorebird Monitor Requirements.** All project personnel are responsible for watching for shorebirds, nests, eggs and chicks. In addition, the Permittee shall ensure that breeding season surveys are conducted **on a daily basis** by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- a. Bird Monitor(s) shall be familiar with the *Breeding Bird Protocol for Florida's Shorebirds and Seabirds* and shall conduct all surveys in accordance with this protocol (see Specific Condition 20.c. below). Bird Monitors shall also follow the data entry procedures outlined in the Florida Shorebird Database (FSD) website. Detailed information on these data collection and data entry protocols can be found at <http://www.flshorebirddatabase.org/>.
- b. Prior to commencement of any construction, shorebird surveys, or the pre-construction conference (see Specific Condition 5), the Permittee shall submit a list of proposed Bird Monitors, including their contact information and a resume summarizing the qualifications and shorebird identification experience of each monitor, to the FWC Regional Shorebird Contact (<https://myfwc.com/conservation/you-serve/wildlife/shorebirds/contacts/>) (copied to JCPCCompliance@dep.state.fl.us). The FWC Regional Shorebird Contact will review the resumes and notify the Permittee of individuals who meet the required qualifications. Once finalized, the Permittee shall ensure that the list of Bird Monitors that meet the required qualifications is submitted to JCPCCompliance@dep.state.fl.us prior to the start of construction and prior to conducting shorebird surveys.
- i. Approved bird monitors shall attend pre-construction meetings (in accordance with Specific Condition 5).
- ii. If changes to the list of Bird Monitors confirmed for a construction event are required, the Permittee shall immediately notify the FWC Regional Shorebird Contact and JCPCCompliance@dep.state.fl.us.
- 1) At least 7 days prior to their anticipated participation in surveys, the Permittee shall submit contact information and resumes for any new Bird Monitors, for review and confirmation through the process described in Specific Condition 20.b. above.
- 2) To ensure they are familiar with current shorebird breeding activity along the survey route(s) and are set up to continue data

entry into the FSD, new Bird Monitors shall overlap with the established Bird Monitor for a period of at least 2 days.

- c. The Bird Monitor(s) shall meet the following minimum qualifications:
 - i. Has previously participated in beach-nesting shorebird surveys in Florida. Experience with previous projects must document the ability to: 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the [Breeding Bird Protocol for Florida's Seabirds and Shorebirds](https://app.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf) available at <https://app.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf>
 - iii. Have completed full-length webinars on Route- Surveyor Training, including the annual refresher training. Training resources available at <https://app.myfwc.com/crossdoi/shorebirds/resources.aspx>
 - iv. Ability to adhere to FWC's Best Management Practices for Operating Vehicles on the Beach available at <https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>
 - v. Experience posting beach-nesting bird sites, consistent with [Florida Shorebird Alliance \(FSA\) Guidelines for Posting Shorebird and Seabird Sites in Florida](https://flshorebirdalliance.org/) and these permit conditions(<https://flshorebirdalliance.org/>).
 - vi. Has registered as a contributor to the Florida Shorebird Database.
- d. When the Permittee is required to obtain an incidental take permit (per Specific Condition 19.b.) the shorebird monitor(s) shall also be IBNB Permitted Monitors.

- 21. **Shorebird Survey Protocols.** Breeding season surveys (for detection and reporting of breeding behavior, nests, and young) shall be conducted daily, beginning on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.
 - a. Shorebird breeding season in the project area begins March 1 and extends through September 1 (note that while most species have completed the breeding cycle by September 1, flightless young may be present beyond this

date and must be protected if present; coordinate with the Regional Shorebird Contact for required protective measures).

- b. Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by project activities. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Any parts of the project where project activities on the beach take place entirely outside the breeding season, do not require shorebird breeding season surveys.
- c. When project activities occur during the breeding season, bird survey routes must be established and monitored daily in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season.
- d. Survey routes shall be determined in coordination with the FWC Regional Shorebird Contact (<https://myfwc.com/conservation/you- conserve/wildlife/shorebirds/contacts/>) and established in the Florida Shorebird Database website (FSD) prior to the initiation of breeding season surveys. Routes shall not be modified without prior notification to the FWC Regional Shorebird Contact.
- e. **Breeding season survey protocols** including downloadable field data sheets, are available at <https://app.myfwc.com/crossdoi/shorebirds/resources.aspx>. The Permittee shall ensure all daily route surveys are reported to the FSD website within one week of data collection. The Permittee shall ensure that the Bird Monitors use the following survey protocols:
 - i. Surveys shall be conducted prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to birds, eggs or young.
 - ii. Surveys shall be conducted by walking the length of all survey routes and visually observing for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. To accurately survey the area binoculars with a minimum specification of 8x40 are required, a spotting scope may be used as necessary. If an ATV or other vehicle is needed to cover extensive survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

iii. Once breeding behavior is identified (e.g. presence of a nest scrape, territorial behavior, incubation, brooding, brood rearing, presence of active nests, presence of young), the Permittee (or their designee) shall establish a buffer around the site (see Specific Condition 4. a.) and shall notify the FWC Regional Shorebird Contact (<https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/>) within 24 hours.

e. If project activities are temporarily paused during breeding season, surveys shall continue weekly during the pause and daily surveys shall resume at least 10 days before project activities recommence. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, surveys shall continue to be conducted at least weekly through the end of the breeding season.

22. **Shorebird Buffer Zones, Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

a. The Bird Monitor(s) shall immediately establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. Additionally, a 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen engaging in breeding behavior including digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited within the buffer zone.

Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Shorebird Contact

(<https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/>). Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.

b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.

c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian

traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Shorebird Contact to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be approved by the FWC Regional Shorebird Contact in writing.

- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones are marked in accordance with these shorebird conditions and FSA *Guidelines for Posting Shorebird and Seabird Sites in Florida* available at <https://flshorebirdalliance.org>. The Permittee shall ensure buffer zones are marked with posts, twine, flagging and the FWC-approved signs stating “Do Not Enter, Important Nesting Area” (see example “Do Not Enter” sign at <https://flshorebirdalliance.org/resources/signs/>). Posts shall not exceed 4 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 3 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Shorebird Contact (<https://myfwc.com/conservation/you-serve/wildlife/shorebirds/contacts/>), these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary or colonial nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered complete until all chicks have fledged. The posts and materials for the shorebird buffer zones shall be removed once all breeding behavior has ceased.
- e. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.

23. **Construction Impact Management and Reporting**

- a. Within 1 week of confirmation of breeding, the Permittee shall ensure that the Bird Monitor conducts a shorebird education and identification program (and/or provides educational materials) for all on-site staff to ensure protection of nests and flightless chicks. The Permittee shall also place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED

SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS”.

- b. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.
- c. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported in writing within 24 hours to the FWC Regional Shorebird Contact (<https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/>).

Specific Conditions 12 through 30 will be renumbered as Specific Conditions 24 through 49 accordingly.

The set of approved permit drawings shall be revised as follows:

The “Approved Permit Drawings” (33 pages, dated May 10, 2023) shall add the Flagler Beach Pier Replacement Transportation Plan and Existing Conditions Plan (2 pages, signed and sealed July 1, 2025) and the Construction Trestle Plan & Elevation (1page, signed and sealed July 1, 2025)

After thorough review of your application, staff finds that the proposed modification is not expected to adversely affect water quality or be contrary to the public interest. Staff has also determined that the proposed alteration does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting marine turtles and hatchlings and their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the **permit is hereby modified** as stated above. By copy of this letter and the attached drawings, we are notifying all necessary parties of the modification.

This letter of approval does not alter the March 19, 2029, construction phase expiration date of the permit. The only Specific Conditions of the permit that are altered by this modification are those stated above. This letter and the attached drawings must be attached to the original permit.

This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The

procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- a. The name and address of each agency affected and each agency's file or identification number, if known;
- b. The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- c. A statement of when and how the petitioner received notice of the agency decision;
- d. A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e. A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- f. A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g. A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of publication of the notice or within **14** days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Madison Williams by email at Madison.K.Williams@FloridaDEP.gov or by telephone at (850) 245-8348.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Sean Green
Environmental Manager
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachments: Flagler Beach Pier Replacement Transportation Plan and Existing Conditions Plan (2 pages, signed and sealed July 1, 2025)
Construction Trestle Plan & Elevation (1page, signed and sealed July 1, 2025)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below to the following listed persons:

cc:	Gregory Garis, RCP	BIPP@dep.state.fl.us
	Sean Green, RCP	JCPCCompliance@dep.state.fl.us
	Shamim Murshid, RCP	CE.Review@dep.state.fl.us
	Kristen Becker, RCP	MarineTurtle@MyFWC.com
	Ralph Clark, RCP	ImperiledSpecies@MyFWC.com
	Eric Seckinger, FWC	ConservationPlanning@MyFWC.com
	Stephanie Jones, FWC	Jason Harrah, USACE

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



7/2/2025

Clerk

Date

CONSTRUCTION AGREEMENT

Construction Agreement No.: 2025-C-591-00002

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) 719 South Woodland Blvd., DeLand, FL 32720
(hereinafter referred to as the "DEPARTMENT") and (Name) Patti King
(Address) 105 S 2nd St., Flagler Beach, FL 32136 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR SR A1A Section 030 Subsection 000 from Begin MP 3.651 to End MP 3.740
Local Name Oceanshore Blvd. located in Flagler County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of temporary traffic control in accordance with **Exhibit A**.
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than \$ 250,000 for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than \$ 50,000 for property damage, or a combined coverage of not less than \$500,000. Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 700 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
 - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COpccustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

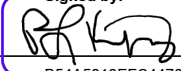
Name Patti King Title City Mayor
Office No. (386) 338-2879 ext. _____ Cell _____ Email pking@cityofflaglerbeach.com
Address 105 South 2nd Street Flagler Beach, Florida 32136

DEPARTMENT CONTACT INFORMATION:

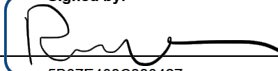
Name Aaron Trippensee, P.E. Title DeLand Operations Production Engineer
Office No. 386-740-3400 Cell 386-956-9537 Email aaron.trippensee@dot.state.fl.us
Address 1450 North Kepler Road DeLand, Florida 32724

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

Signed by: 
By: _____ (Signature)
B54A5818EFC4476...
Patti King _____ (Print Name)
Mayor _____ (Title)
07/09/2025 | 8:15 AM EDT _____ (Date)

DEPARTMENT OF TRANSPORTATION

Signed by: 
By: _____ (Signature)
5B07E408C380427...
Ron J. Meade, P.E. _____ (Print Name)
District Maintenance Engineer _____ (Title)
July 10, 2025 _____ (Date)

Legal Review:

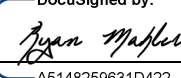
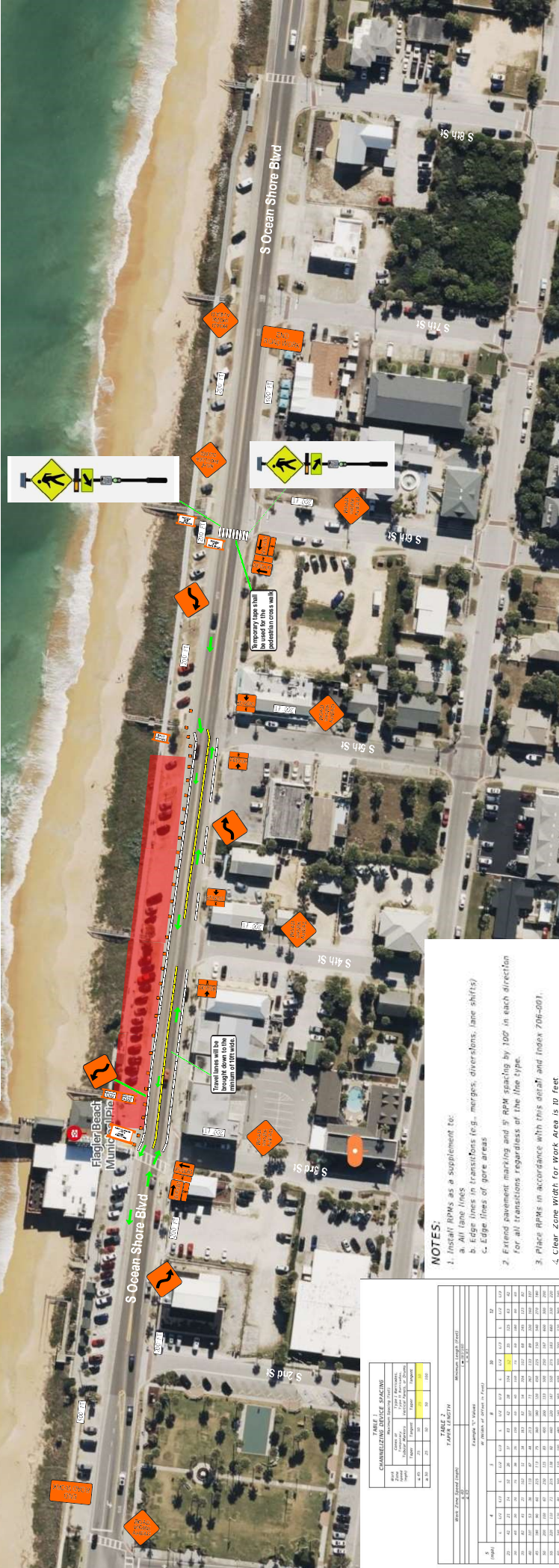
Signed by: 
A5148259631D422... _____

EXHIBIT A



NOTES:

1. Install RPMs as a supplement to:
 - a. All lane lines
 - b. Edge lines in transitions (e.g., merges, diversions, lane shifts)
 - c. Edge lines of gore areas
2. Extend pavement marking and 5' RPM spacing by 100' in each direction for all transitions regardless of the line type.
3. Place RPMs in accordance with this detail and Index 700-501.
4. Clear zone width for work area is 10 feet

TABLE 1 CHANNELIZED DEVICE SPACING									
SPACING (feet)									
MINIMUM SPACING (feet)									
EXAMPLES OF SPACING BY SPEED									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 2 WORK ZONE SPACING - "X"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 3 WORK ZONE SPACING - "Y"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 4 BUFFER LENGTH - "B"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 5 WORK ZONE SPACING - "C"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 6 WORK ZONE SPACING - "D"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

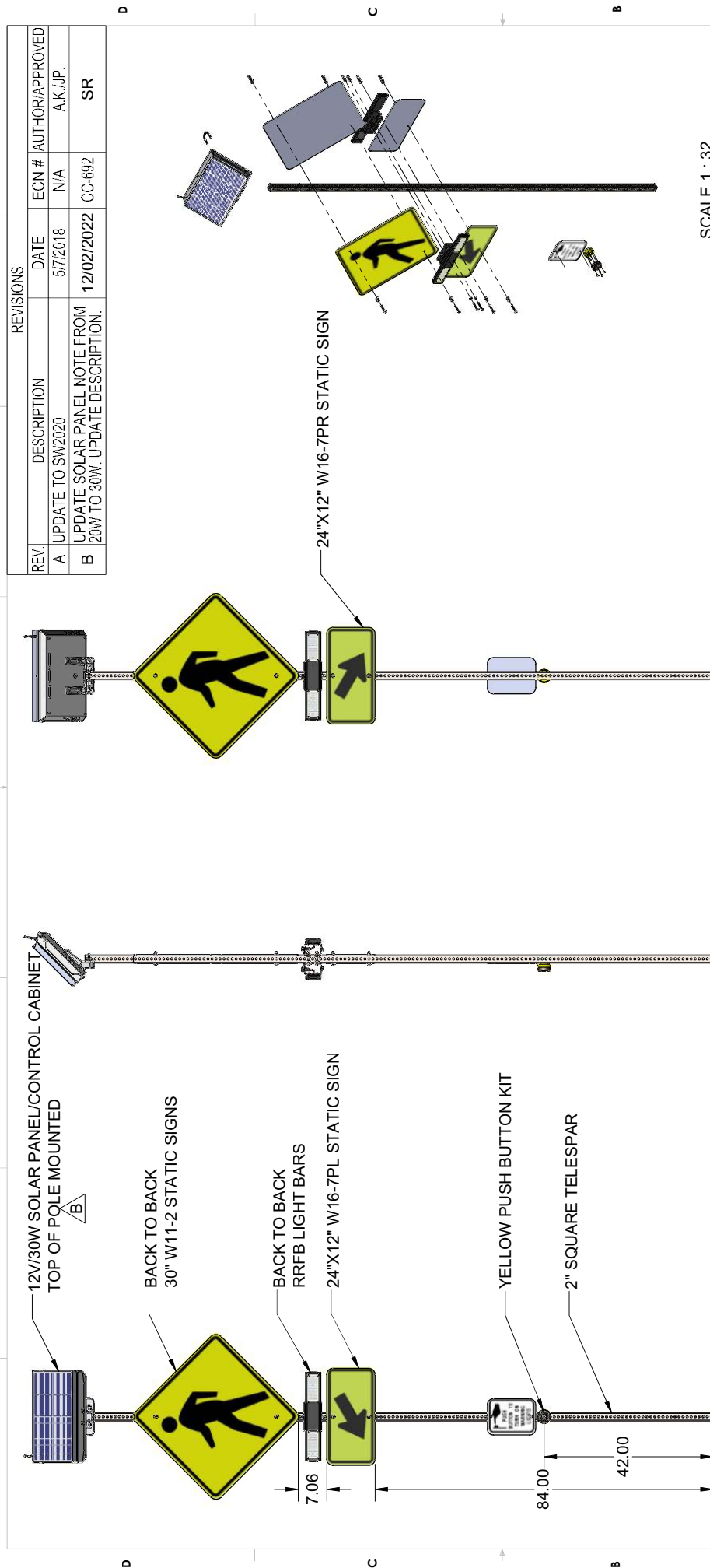
TABLE 7 WORK ZONE SPACING - "E"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 8 WORK ZONE SPACING - "F"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 9 WORK ZONE SPACING - "G"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 10 WORK ZONE SPACING - "H"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10

TABLE 11 WORK ZONE SPACING - "I"									
SPACING (feet)									
MINIMUM SPACING (feet)									
Speed (mph)	15	20	25	30	35	40	45	50	55
15	10	10	10	10	10	10	10	10	10
20	10	10	10	10	10	10	10	10	10
25	10	10	10	10	10	10	10	10	10
30	10	10	10	10	10	10	10	10	10
35	10	10	10	10	10	10	10	10	10
40	10	10	10	10	10	10	10	10	10
45	10	10	10	10	10	10	10	10	10
50	10	10	10	10	10	10	10	10	10
55	10	10	10	10	10	10	10	10	10



SCALE 1 : 32



C:\TAPCO_POW\LEGACY DATA\ENGINEERING\SPECIFICATIONS\600145

INTERPRET GEOMETRIC
TOLERANCING PER:
ASME Y14.5-2009
REFERENCE:

TOLERANCE UNLESS TITLE:
OTHERWISE SPECIFIED
HOLE ϕ $\pm .003$
DEC. $\pm .0030$
X $\pm .0015$
XXX $\pm .0005$
ANGULAR $\pm .05^\circ$

DESIGNED BY: A. KAVANAUGH 5/7/2018
CHECKED BY: J. PATTERSON 5/1/2019

REV B
WEIGHT: B
SCALE: 1:24

SIZE DWG. NO. 600145

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.

NOTES:

1. ALL DIMENSIONS ARE FOR REFERENCE ONLY.
2. .STATIC SIGNS NOT INCLUDED IN SYSTEM



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Penny Overstreet
Meeting Date: October 9, 2025
Item Name: Consider a waiver to Section 6-73 of the Code of Ordinance to allow a special event that is longer than one (1) day.

Background:

While looking for a code, it was discovered that Chapter 6, Beaches and Recreation of the Code of Ordinances, prohibits events from lasting longer than one (1) day in parks. The TNT Craft Show has held its two (2) day events (plus an additional 1/2 day of vendor set up on Friday) in Veterans Park three (3) times per year since December 2011. Staff has always received positive feedback related to the event. Therefore, on behalf of the applicant, staff is requesting a temporary waiver of Section 6-73(29) to allow the show to take place on the following days:

- Friday, November 28, 2025, at 3:00 p.m. through Sunday, November 30, 2025, at 6:00 p.m.
- Friday, January 23, 2026, at 3:00 p.m. through Sunday, January 26, 2026, at 6:00 p.m.
- Friday, February 20, 2026, at 3:00 p.m. through Sunday, February 22, 2026, at 6:00 p.m.
- Friday, March 20, 2026, at 3:00 p.m. through Sunday, March 22, 2026, at 6:00 p.m.

Fiscal Impact:

The three (3) events held annually generate on average \$1,375 per event in revenue for the General Fund.

Staff Recommendation:

Approve a waiver to Section 6-73(29) to permit events exceeding one (1) day on the following dates.

- Friday, November 28, 2025, at 3:00 p.m. through Sunday, November 30, 2025, at 6:00 p.m.
- Friday, January 23, 2026, at 3:00 p.m. through Sunday, January 26, 2026, at 6:00 p.m.
- Friday, February 20, 2026, at 3:00 p.m. through Sunday, February 22, 2026, at 6:00 p.m.
- Friday, March 20, 2026, at 3:00 p.m. through Sunday, March 22, 2026, at 6:00 p.m.

Attachments:

1. Sec._6_73.____Prohibited_activities. (3)

Sec. 6-73. Prohibited activities.

It shall be prohibited for any person in a public park or recreation area to:

- (1) Mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines, park signs, notices, placards, equipment or other public utilities.
- (2) Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.
- (3) Damage, cut, carve, mark, transplant or remove any plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas, or in any other way injure the natural beauty or usefulness of any area.
- (4) Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon, or across such lands, except on written approval of the city.
- (5) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountains, pond, lake, stream or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the degradation of the quality of said waters.
- (6) Bring into, dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. Trash shall be placed in the proper receptacles where available. If receptacles are not available, all waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.
- (7) Possess, hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, wildlife, reptile or bird or their eggs or nests.
- (8) Ride a horse.
- (9) Walk a domestic animal without a leash, which leash shall not exceed eight (8) feet in length. Leashes are not required within designated dog parks. The owner or person having custody of any domestic animal shall be responsible for removal of any animal solid waste.
- (10) Drive any motorized vehicle on any area except the designated park roads or parking areas, or such areas as may on occasion be specifically designated as temporary areas.
- (11) Drive a motor vehicle in excess of the posted speed limit in a park or recreation facility.
- (12) Park a motorized vehicle anywhere except in a designated parking area.
- (13) Park a vehicle overnight.
- (14) Bicycles shall be placed in designated bicycle racks.
- (15) Wash any vehicles or use county water for other than for drinking or sanitary reasons.
- (16) Possess or discharge any instrument that fires a potentially dangerous projectile, gas or liquid.
- (17) Process, explode, discharge or burn within, or bring into any park area any fireworks or other potentially dangerous flammable material, except charcoal lighter fluid, unless authorized by a special events permit. In an emergency, the discharge of distress signals is permitted. The use of charcoal lighter fluid is only permitted in designated barbeque pits.

-
- (18) Expose or offer for sale any article or thing, nor shall any person station or place any stand, cart or vehicle for the transportation, sale or display of any such article or merchandise within the limits of any park or recreation area. Exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the city.
 - (19) Kindle, build, maintain or use a fire except in places provided for such purposes after obtaining all required permits. Any fire shall be continuously under the care and direction of a competent adult from the time it is kindled until it is extinguished. No person shall throw away or discard any lighted match, cigar, cigarette, tobacco, paper or other material within or against any building, boat or vehicle, or near any tree or underbrush. No fires shall be allowed on the beach between sundown and sunrise during period between May 1 through October 31.
 - (20) Possess or consume alcoholic beverages at public parks or public recreation areas other than the beach.
 - (21) Smoke cigarettes, filtered cigars, or pipes, or use any other devices to inhale smoke from burning tobacco products within a city owned public park, beach, or boardwalk, unless such activity occurs in an area designated for smoking or tobacco use by posted signage. For purposes of this paragraph, the term smoking shall mean the inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product.
 - (22) Play any game of chance or have possession of any instrument or device for gambling.
 - (23) Sell or offer for sale alcoholic beverages.
 - (24) Camp or stay overnight.
 - (25) Sleep or lounge on seats, or benches, or other areas, or engage in loud, boisterous, threatening, abusive, insulting, or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace.
 - (26) Disturb or interfere unreasonably with any person or party occupying any area or participating in authorized activities.
 - (27) Erect or occupy any tent, stand or other structure in any park or playground, or sell or give away from any such tent, stand or other structure any food, drink or other thing, without city authorization.
 - (28) Play or practice golf except in areas designated for this activity.
 - (29) Conduct or participate in meetings or events that last longer than one (1) day.
 - (30) Conduct or participate in events, projects or activities that could curtail, impede or interfere with the use by others of any park, facility or recreation area.
- (Ord. No. 2008-05, § 1, 4-24-08; Ord. No. 2022-10, § 1, 10-13-22; Ord. No. 2022-14, § 1, 12-8-22)



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: October 9, 2025
Item Name: Resolution 2025-84. A Resolution by the City Commission of the City of Flagler Beach, Florida, to approve a Change Order submitted by Atlantic Pipe Solutions for emergency repairs to Pump Station 11 Slip Lining Project in an amount not to exceed \$15,306.01; providing for conflict and an effective date.

Background:

The City of Flagler Beach undertook the Pump Station 11 Emergency Relining Project to address structural deterioration within the pump station's force main system. The contract was originally awarded to Atlantic Pipe Services in the amount of \$29,159.66.

During construction, unforeseen conditions were encountered that required additional labor, materials, and time. These items included:

- Additional slip lining footage beyond the original measured scope due to deteriorated pipe sections.
- Extra cleaning and debris removal, including heavy grease deposits and root intrusion.
- Adjustments to bypass pumping operations to maintain uninterrupted wastewater service.
- Sealing of unexpected pipe defects and lateral connections to ensure watertight system integrity.

These additional services increased the purchase order to \$39,309.66 under emergency demand. Upon completion of the project, a final Change Order (No. 1) in the amount of \$15,306.01 is required to reconcile the full scope of work performed.

Fiscal Impact:

Funding for this change order is available in the City's Utility Maintenance budget.

Staff Recommendation:

Staff recommends that the City Commission approve Change Order No. 1 with Atlantic Pipe Services in the amount of \$15,306.01 to finalize the Pump Station 11 Slip Lining Project.

Attachments:

1. Resolution 2025-84
2. Engineer Letter Atlantic

RESOLUTION 2025-84

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO APPROVE A CHANGE ORDER SUBMITTED BY ATLANTIC PIPE SOLUTIONS FOR EMERGENCY REPAIRS TO PUMP STATION 11 SLIP LINING PROJECT IN AN AMOUNT NOT TO EXCEED \$15,306.01; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, The City of Flagler Beach undertook the Pump Station 11 Emergency Relining Project; and awarded the work to Atlantic Pipe Services in the amount of \$29,159.66; and,

WHEREAS, Upon advancing of construction services, it was discovered that additional work would need to be done. As a result of this work, the purchase order was increased to \$39,309.66 due to emergency demand; and,

WHEREAS, Upon completion of project, more than budgeted work has partaken. As a result of a change order to purchase order 25-23302 is needed in the amount of \$15,306.01; and,

WHEREAS, Staff submits for consideration an Additive Change Order No. 1 in the amount of \$15,306.01 to finalize payment of the Pump station 11 Slip Lining Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City of Flagler Beach hereby approves Change Order #1 attached hereto as Exhibit "A" received from Atlantic Pipe Services, for permanent repairs to the Pump station 11 Slip Lining Project.

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 9th day of October, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000



September 12, 2025

Elected Officials

City Commission Chambers

RE: City of Flagler Beach Pump Station 11 Emergency Slip Lining Replacement
Atlantic Pipe Services Change Order Request

As the City Engineer for the City of Flagler Beach, I am submitting this recommendation regarding Change Order No. 1 in the amount of \$15,306.01, submitted by Atlantic Pipe Services.

During the execution of the Pump Station 11 Slip Lining Project, unforeseen field conditions were encountered that required additional labor, materials, and equipment beyond the original scope of work. Specifically, the contractor was required to perform:

- Additional slip lining footage due to deteriorated sections of pipe extending beyond the originally measured limits.
- Extra cleaning and debris removal, including heavy grease and root intrusion, which was more severe than anticipated during initial inspection.
- Bypass pumping adjustments to maintain continuous wastewater service while work was underway, requiring extended pumping duration.
- Sealing of unexpected pipe defects and lateral connections to ensure watertight integrity and prevent infiltration/exfiltration.

These items were critical to ensure the long-term functionality and reliability of the pump station's main and associated infrastructure.

The additional services provided were necessary and reasonable to complete the project successfully, and they represent work that could not have been anticipated prior to construction. Atlantic Pipe Services performed these tasks in a professional and timely manner,



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000



minimizing service interruptions and addressing emergency needs to protect public health and infrastructure.

Based on my professional judgment, I recommend approval of Change Order No. 1 in the amount of \$15,306.01 to finalize payment for the completed Pump Station 11 Slip Lining Project. This adjustment will bring the total project cost to \$54,615.67 and ensures all work has been properly executed in accordance with industry standards and the City's operational requirements.

Please feel free to contact me should you require any additional clarification or documentation.

Respectfully Submitted,

A handwritten signature in black ink that reads "William H. Freeman".

Bill Freeman
City Engineer
City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, FL 32136
O: (386) 517-2000 Ext 230
M: (386) 276-1007
bfreeman@cityofflaglerbeach.com



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: First Amendment to The Interlocal Agreement For Public School Facility Planning.

Background:

School Concurrency ensures that public school capacity keeps pace with residential development, and is coordinated through an Interlocal Agreement (ILA) on Public School Facility Planning. The oversight committee directed the working group to amend the ILA to change the frequency of establishing the Student Generation Rate from an annual to a bi-annual (every two-year) cycle for cost-efficiency purposes. In addition to Flagler County, local jurisdictions signing the ILA include the City of Bunnell, the City of Flagler Beach, and the City of Palm Coast.

Fiscal Impact:

None

Staff Recommendation:

The City Attorney reviewed the DRAFT First Amendment to the ILA on Public School Facility Planning on 08/06/2025, and the final version on 08/19/2025 with no comments or edits. On September 2, 2025, the PAR Board unanimously voted to recommend approval. Staff recommends approval of the ILA for Public School Facility Planning. The ILA becomes effective upon its full execution and filing with the Clerk of the Circuit Court.

Attachments:

1. 07.31.25 DRAFT First Amendment with Flagler County Comments

**FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT FOR PUBLIC SCHOOL FACILITY
PLANNING**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING (the “First Amendment”) is entered into as of the Effective Date (as defined below) by and between the School District of Flagler County, an agency of the Florida State government, acting through its School Board (“School Board”); Flagler County, a political subdivision of the State of Florida, acting through the Flagler County Board of County Commissioners (“County”); the City of Palm Coast, a Florida municipal corporation, acting through the Council of the City of Palm Coast (“Palm Coast”); the City of Flagler Beach, a Florida municipal corporation, acting through the Commission of the City of Flagler Beach (“Flagler Beach”); and the City of Bunnell, a Florida municipal corporation, acting through the Commission of the City of Bunnell (“Bunnell”), all collectively referred to as “Parties” and individually referred to as “Party”. The County, Palm Coast, Flagler Beach, and Bunnell are sometimes referred to herein singularly as “Local Government” or collectively as “Local Governments.”

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement for Public School Facility Planning, on October 20, 2022, recorded as Instrument No. 2022050857 in the Official Public Records of Flagler County, Florida, Book 2729, page 1233 (the “ILA”); and

WHEREAS, the Parties, pursuant to the Section 9.6 of that ILA, desire to amend the ILA to modify the Capacity Reporting timing and method to determine the student generation rate; and

WHEREAS, except as provided herein, the terms and conditions of the ILA are not further amended, and shall remain unchanged and in full effect.

NOW, THEREFORE, be it mutually agreed by and among the Parties as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the ILA.

3. Effective Date. The Effective Date of this First Amendment shall be the date when the fully executed First Amendment is filed with the Clerk of the Circuit Court.

4. Capacity Reporting. Section 5.2, entitled Capacity Reporting Flagler of the ILA is amended by deleting the last sentence of the first paragraph in its entirety and replacing with the following:

The School Board's capacity reporting must be based on Permanent FISH Capacity, the student demand portion of which shall be calculated by multiplying the number of proposed residential units by the Student Generation Rate, defined below. The Student Generation Rate shall mean that number which is to be obtained by the School Board through a consultant of its choice at least every two years and shall provide a student generation rate broken down by housing type and by grade distribution, all based on actual data from Flagler County, Florida, such data including, but not limited to, birth rate, mobility factors, GIS data, school enrollment and forecast population growth.

5. Effect of this First Amendment. Except as modified by this First Amendment, the ILA remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the ILA, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

6. Counterparts. This First Amendment may be executed in several counterparts, each of which may be deemed an original, and all the counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, this First Amendment to the Interlocal Agreement for Public School Facility Planning has been executed by the Parties hereto on the dates indicated below.

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this _____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

Print Name: _____
Address _____

**SCHOOL DISTRICT OF FLAGLER
COUNTY, FLORIDA, a body corporate
and politic existing under the laws of the
State of Florida**

By: _____
Will Furry
Title: School Board Chair

Date: _____

ATTEST

By: _____
LaShakia Moore
Title: Superintendent of Schools

Approved as to form and legality by legal counsel to The
School District of Flagler County, Florida, exclusively for
its use and reliance.
C.J. Wilson Law, P.A., Counsel

By: _____
Christopher Wilson, Esq.

Date: _____

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online
notarization, this _____ day of _____, 202__, by _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____

Type of Identification Produced _____

**LOCAL GOVERNMENT
CITY OF PALM COAST**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____

Address _____

By: _____

Mike Norris

Title: Mayor

ATTEST

By: _____

Kelly Cook

Title: City Clerk

Print Name: _____

Address _____

Approved as to form and legality.

Marcus Duffy

City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____,

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

Signed, witnessed, executed, and acknowledged on this ___ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

Print Name: _____
Address _____

By: _____
Andrew S. Dance
Title: Chair

ATTEST

By: _____
Tom Bexley
Title: Clerk of the Circuit Court and
Comptroller

Approved as to form and legality.

Sean S. Moylan
Deputy County Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present this
_____ day of _____, 202__, by Andrew S. Dance as Chair of the Flagler County Board
of County Commissioners.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**LOCAL GOVERNMENT CITY
OF FLAGLER BEACH**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____

Address _____

By: _____

Patti King

Title: Mayor

ATTEST

By: _____

Penny Overstreet

Title: City Clerk

Print Name: _____

Address _____

Approved as to form and legality.

Drew Smith

City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

**LOCAL GOVERNMENT
CITY OF BURNELL**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

By: _____
Catherine Robinson
Title: Mayor

Print Name: _____
Address _____

ATTEST
By: _____
Kristen Bates
Title: City Clerk

Approved as to form and legality.

Paul Waters
City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____,

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The Planning & Architectural Review Board will review the item at its October 07, 2025, meeting and the City Planner will provide a verbal report on their recommendations at the following October 9, 2025, Commission meeting. The applicant desires to annex approximately +/- 210 acres into the City of Flagler Beach recognizing that the Annexed Property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-21 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch. 171, is consistent with the City's

Comprehensive Plan and with SB 180.

Attachments:

1. 2025-21 Annexation VB
2. BIS 2025-21 VB
3. 2025-21 Affidavit

ORDINANCE 2025-21
ANNEXATION OF VERANDA BAY – APPLICATION NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying

the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the 9th day of October, 2025.

ADOPTED on Second Reading after due public notice and public hearing this 13th day of November 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO

TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF

114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A

DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11

FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

TOGETHER WITH

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

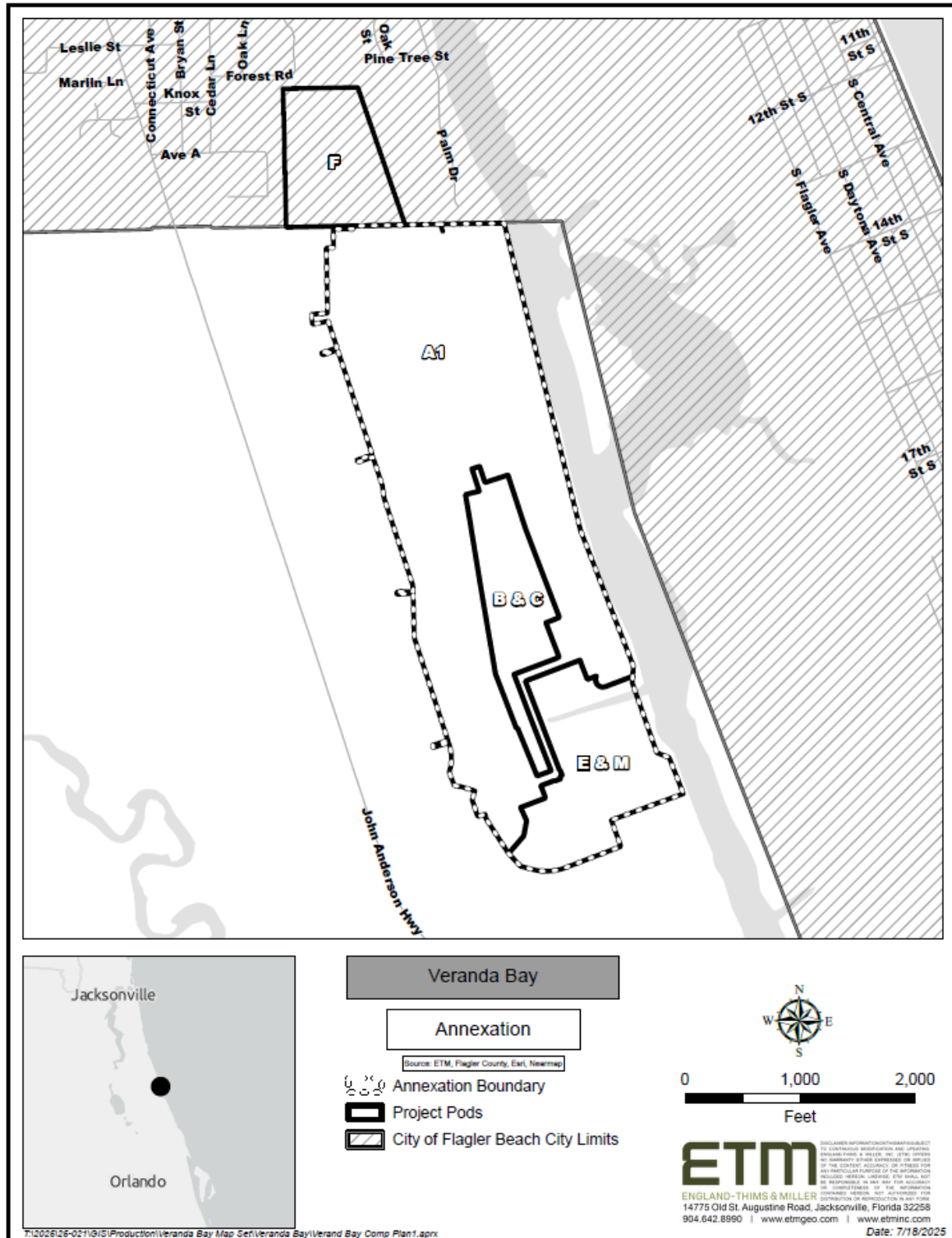


EXHIBIT “C”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00353F

Observer

You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-21

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-21. Entitled: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

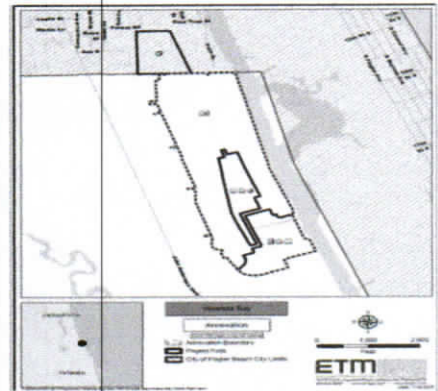
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00353F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PAN25-0001 Ordinance 2025-21 (Veranda Bay). An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property; providing for annexation in accordance with the voluntary annexation provisions of section 171.044, Florida statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on a valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date.

Background:

The Applicant desires to annex approximately +/- 210 acres into the City of Flagler Beach recognizing that the annexed property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-21 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation that the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

Attachments:

1. Staff Report_Veranda Bay_Pre-Annexation_Final10022025
2. Updated 10062025 Item 7aStaff Report PAN 25-001 Ordinance 2025-21 Voluntary Annexation Veranda Bay_Add Map_
3. Ordinance Annexation VB_FINAL DRAFT
4. Veranda Bay Pre-Annexation Agreement_FB_Edits_MC3 comments_FINAL
5. VB_Application Annexation w ex



To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Veranda Bay | Ordinance 2025-21

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- **Future land use and zoning:** A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- **Provision of urban services:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- **Financial obligations:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- **Development standards:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions: The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

- (2) Future Land Use Map Amendment(s);
- (2) Site Specific Policy Text Amendment(s), and
- (2) Master Planned Development Agreements(s); and
- (6) Developer's Application(s), Agreements, Maps, and Exhibits.



Staff Finding:

Applicant: Michael D. Chiumento, Esq.

Site Location: East side of John Anderson Highway & South of SR 100

Total Acreage: 211 +/- acres

Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA.*

Demand on Potable Water / Capacity Analysis											
EXISTING POTABLE WATER DEMAND Flagler Beach, FL				PROPOSED POTABLE WATER DEMAND Veranda Bay				TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Veranda Bay = City Proper			
The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).				The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).				Total Existing + Proposed Potable Water Demand			
- Existing potable water demand = population served * 125 GPCD - City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD - Existing Potable Water Demand = 7,438 persons * 125 GPCD - Existing Potable Water Demand = 929,750 GPD				- Proposed potable water demand = population served * 125 GPCD - Population = 2,735 377 units * 2.08 persons per unit = 784 - Proposed potable water demand = 784 persons * 125 GPCD - Proposed potable water demand = 98,020 GPD				- Total projected potable water demand = total population served * 125GPCD - Total Projected Potable Water Demand = 8,222 persons * 125 GPCD - Total Projected Potable Water Demand = 1,027,770 GPD			

2

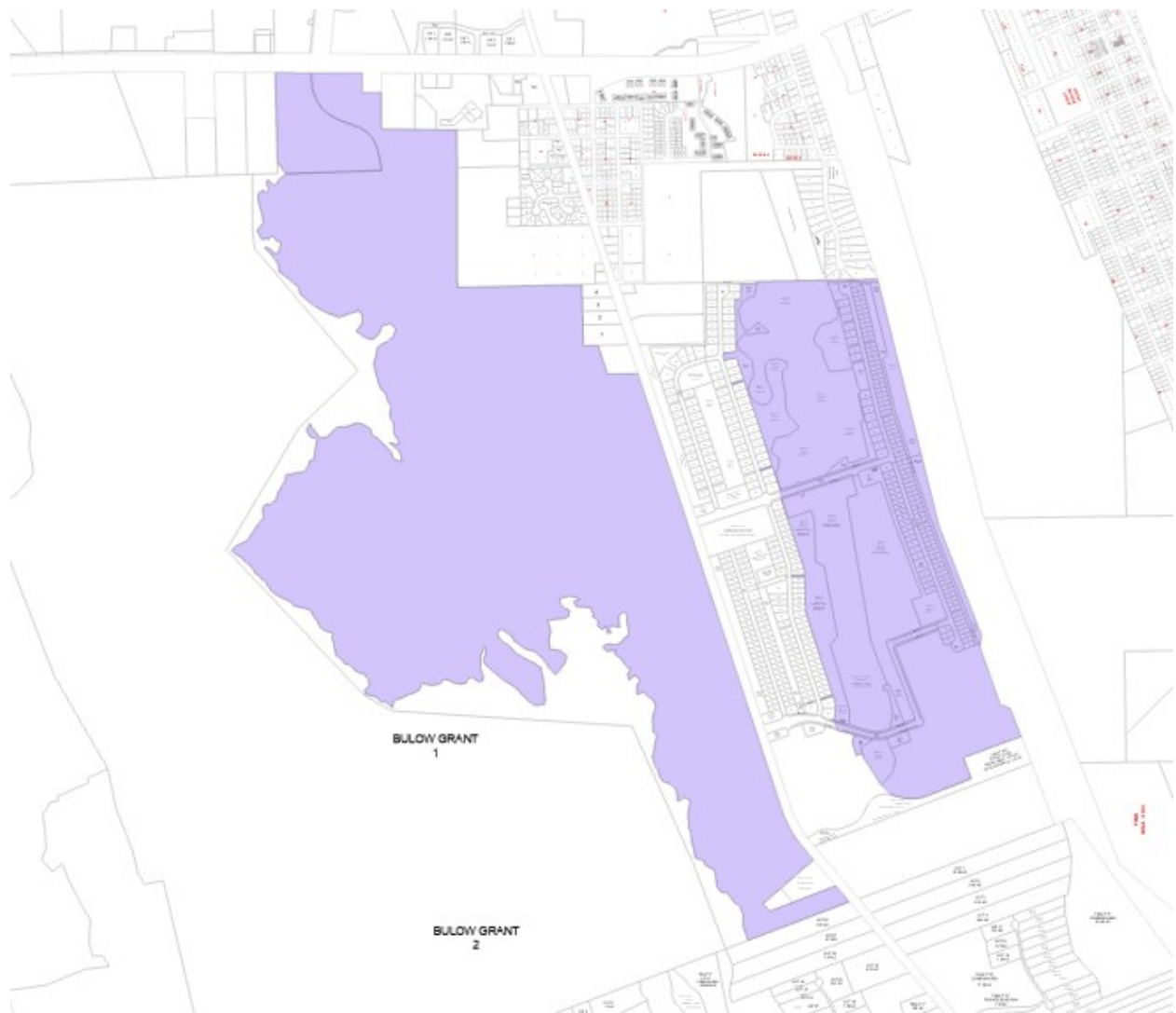
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation

The Pre-Annexation Agreement and Annexation Ordinance 2025-21 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-21 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

3



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown



City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoflaglerbeach.com

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001
Ordinance 2025-21

Date: October 2, 2025

Applicant: Michael D. Chiumento, Esq.

Site Location: East of John Anderson Highway &
South of SR 100

+/- 211 Acres

Total Acreage:

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 211 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the east side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in the local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City is taking action to expand the capacity of its potable water, wastewater and reuse and represents those facilities shall be in place and available to serve new development no later than the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent. See Exhibit C.

Additionally, the City of Flagler Beach currently provides water, wastewater; and through a mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler which eliminates problems that could arise from service delivery to these areas.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the subject property be included within the corporate area and City limits of Flagler Beach.

ORDINANCE 2025-21
ANNEXATION OF VERANDA BAY – APPLICATION NO. PAN25-0001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____ day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____ day
of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH $71^{\circ}44'40''$ WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH $71^{\circ}44'40''$ EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE 960.00 FEET; THENCE SOUTH $71^{\circ}44'40''$ WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH $71^{\circ}44'40''$ EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH $78^{\circ}03'28''$ WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF $10^{\circ}47'20''$; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH $06^{\circ}32'52''$ WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH $86^{\circ}59'44''$ EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH $01^{\circ}09'12''$ WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH $88^{\circ}50'48''$ EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH $01^{\circ}07'10''$ WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH $88^{\circ}54'24''$ EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH $11^{\circ}52'10''$ EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH $13^{\circ}13'08''$ EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH $88^{\circ}54'24''$ EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH $13^{\circ}58'25''$ EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO

TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF

114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A

DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11

FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

TOGETHER WITH

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

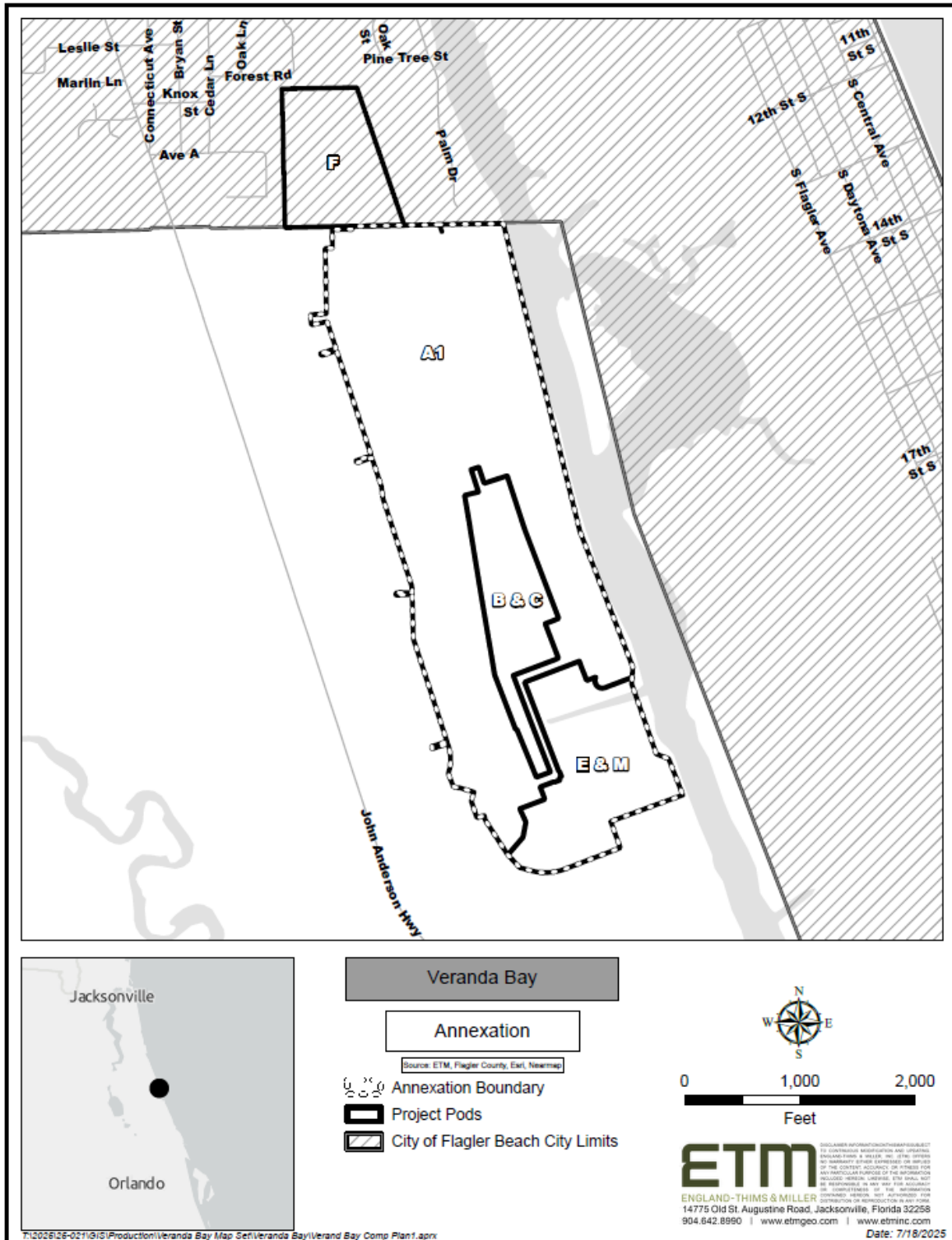


EXHIBIT "C"

Serial Number
25-00353F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com
Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-21

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

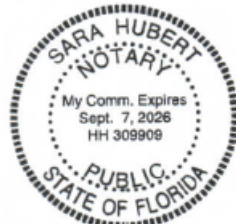
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



**CITY OF FLAGLER BEACH
NOTICE OF PUBLIC
HEARING**

The City Commission proposes to adopt Ordinance No. 2025-21. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 2:30 P.M.

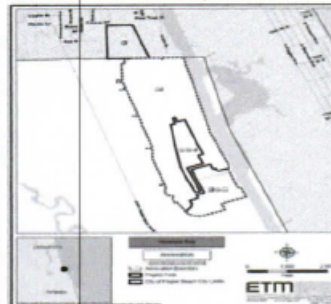
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-527-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 266.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-527-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00353F

Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

VERANDA BAY PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (“Agreement”) is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, and **Palm Coast Intracoastal, LLC, a Florida limited liability company (“PCI”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and **Veranda Bay Investments, LLC, a Florida limited liability company (“Veranda”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 (hereinafter collectively referred to as the “Owners”) this ____ day of _____, 2025, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

A. The parties desire to annex the following properties (the “Annexed Property”, **Exhibit. “A”**) into the City of Flagler Beach.

B. PCI is the owner of certain real property located in Flagler County, Florida consisting of approximately 93 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “PCI Property”);

C. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 58 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Veranda Property”);

D. PCI conveyed parcels of land and lots of records to third parties (the “Sold Parcels”) generally identified in those final plats recorded at Plat Book 40, Pages 59 through 64 (Phase 1A) and Plat Book 40, Pages 65 through 70 (Phase 2A). Pursuant to Section 3.2(r) of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Veranda Bay, recorded in Official Records Book 2723, Page 302, all of Public Records of Flagler County, Florida, the owners of the Sold Parcels consented to their respective Sold Parcel being annexed into the City of Flagler Beach and delegated to PCI the power and authority to do so. The Sold Parcels are more particularly described on “**Exhibit A**”;

E. PCI is also the declarant and developer of a mixed-use project generally known as Veranda Bay (f/k/a The Gardens at Hammock Beach) (the “Project”) encompassing the Annexed Property subject to numerous governmental approvals (the “Approvals”) which include but are not limited to those identified on **Exhibit “B”**;

F. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands future land use designation under the provisions of the Flagler County Comprehensive Plan;

G. The Annexed Property is assigned the Planned Unit Development zoning classification under the provisions of the Flagler County Land Development Code and is subject to that PUD Development Agreement (the “PUD DA”) recorded at Official Records Book 1429, Page 19 et seq, as identified in the Approvals;

H. As negotiated in the PUD DA, the Owners, as a successor, previously conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of preservation, conservation and public recreation for the benefit of citizens of Flagler County (the “Dedicated Lands”);

I. The City desires to annex the Annexed Property into the City of Flagler Beach recognizing that (i) the Annexed Property is intended to be developed as a mixed-use development consistent with the Approvals, and (ii) the Parties to this Agreement desire to amend the comprehensive plan designation and rezone the Annexed Property;

J. Under Section 171.044(1), Florida Statutes, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality;

K. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

L. Section 171.062(1), Florida Statutes, provides as follows:

“An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.”;

M. Section 166.021(8) (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

“(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purpose of this subsection.”

and

“(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.”;

N. The City desires to ensure that any amendment to the Approvals and the development of the Annexed Property is compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such development in the manner required by applicable law;

O. The City has taken action to (i) expand the capacity of its potable water, waste water and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

P. In the event the Approvals are amended, the City and the Owners desire to (i) implement land use densities and intensities that are compatible with the economic development goals of the City and (ii) develop the Annexed Property at its highest and best use-and; aligned with the limiting policy accompanying the map amendment voluntarily limiting certain development entitlements.

Q. The City represents to the Owners that adequate public facilities and services, including but not limited to potable water and wastewater, currently exist to serve the Annexed Property or will be available at the time of development in accordance with applicable laws regarding concurrency;

R. This Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose;

S. The City finds and determines that the City's interest will be best served by annexing the Annexed Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexed Property is consistent with the Approvals and, if amended, is in accordance with the City's Comprehensive Plan;

T. Owners seek to obtain for the Annexed Property the benefits and privileges of inclusion within the boundaries of the City, which include the designation of the Annexed Property on the **City's Future Land Use Map** and the assignment of zoning categories to allow for the development of the Annexed Property consistent with the Approvals and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

U. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter. The persons executing this Agreement represent that they have full authority and the necessary approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the Annexed Property. The City hereby represents, warrants, and covenants to and with the Owners that this Agreement has been validly approved by the Flagler Beach City Commission, that it has been duly executed and delivered by the City, that it is consistent with the City's Comprehensive Plan (adopted by the City pursuant to Chapter 163, Part II, Florida Statutes) and the land development regulations of the City of Flagler Beach (including, without limitation, the City's Land Development Regulations and, collectively, the "**City Regulations**"), and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

(C) The Owners consent to or petitioned for annexation of their respective properties. The Owners have delegated and assigned to PCI the right and responsibility for negotiating this Agreement on behalf of all the Owners.

Section 3. INTENTIONALLY DELETED

Section 4. Development Conditions and Public Facilities

(A) Water/Sewer/Reuse: The Annexed Property, after the effective date of this Agreement, shall be located within the City's urban service boundary. Except as provided herein, the City's municipal services including but not limited to water, sanitary sewer and reuse water ("Services") shall be provided to the Annexed Property. As a material part of this Agreement, the City represents to the Owners that it shall provide at a minimum 111,000 gallons/day of water and wastewater treatment capacity to the Annexed Property¹. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Annexed Property. However, in the event the City cannot immediately provide and pay for one or any of these Services to the Annexed Property upon the Owners' written request, the Owners shall be permitted, without objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an adjacent provider or construct facilities to provide such services. The City shall not charge fees to a community development district or a property owners' association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City

¹ In 2024, the City executed a utility agreement providing 31,000 gallons per day of water and sewer capacity for development in Tract 1-A of the Annexed Property.

provides reuse water to the Annexed Property. Moreover, the City shall not require the Declarant to prepay water and sewer “impact”, “connection” or “CIAC” fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as they are to any other owner of City property and will be available concurrent with the impacts of the development of the Annexed Property. If reasonably possible, the Owners shall utilize the City’s solid waste collection franchise.

(C) Public Safety: The City will provide fire (having a first response agreement with Flagler County as part of its service network), police, and EMS facilities, including the equipment and services necessary to serve the Annexed Property at a level consistent with the City’s adopted level of service. All such public services are available to support the development of the Annexed Property.

(D) Transportation: Transportation issues and transportation impacts will be addressed through the City’s concurrency management system as presently adopted, Chapter 163, Florida Statutes, and traffic studies performed by a qualified engineer. The City shall not require any above or below grade crossings for any intersection.

(E) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity to consider certain changes in the City Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of the City’s jurisdiction under its police power, processed in good faith and in a timely fashion. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the city in acting on applications for Comprehensive Plan changes and applications for other development actions. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take actions, except to timely process such applications. Owners must process any final plats of the Annexed Property for approval by the City which shall allow for the posting of proper bonds as provided by Florida law. The Owners are permitted to market for sale any parcel or lot pending approval and recording of final plats (as may be bonded), provided that title to such will not be conveyed to third party purchasers prior to the recording of final plats.

(F) Buffers/Open Space/Trees: For any future development, the Owners shall place an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100’) in average width along the eastern side of the right of way. In addition, the Owner shall provide a minimum of forty percent (40%) of land as open space as may be defined by its current Land Development Regulations (LDR) or subsequent development agreements. In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and

mitigation rules and ordinances unless otherwise agreed to in writing by the parties. This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property's systems, as applicable or as may be exempt. The City further acknowledges that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies ("Stormwater Plans. The City agrees to cooperate with Owners' efforts to obtain Conditional Letters of Map Revision ("CLOMR.s") and Final Letters of Map Revisions ("LOMRs") with FEMA on an expedited basis.

(H) Mass Grading/Phased Infrastructure: The Annexed Property shall be developed in phases with some infrastructure being shared between phases ("Shared Infrastructure"). The parties agree that the Owners shall have the right to mass grade and construct Shared Infrastructure in portions of the Annexed Property not subject to a preliminary plat or site plan development order so long as such Shared Infrastructure is related to an approved development order. The Owners shall have the right but not the obligation to create overall master plan and mass grade plan for roadways, utility infrastructure and stormwater system generally depicting infrastructure that may be shared between phases (stormwater systems, roads, etc.). Such plans shall permit phased construction of such improvements in advance of future phases of development at the Owners' election, subject to approval by the City Manager.

(K) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain and not subject to forfeiture.

(L) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), pursuant to Chapter 190, Florida Statutes, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to state law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction affecting the District to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it shall, in good faith, assist the Owners, at the Owner's sole discretion, to amend the District's existing boundaries.

(N) Miscellaneous: Owners will be permitted to conduct marketing and sales events on the Annexed Property on an ongoing basis without further approval in a manner not inconsistent with City Code.

Section 5. General Obligations/Commitments of the Parties

(A) The City has reviewed the Approvals affecting the Annexed Property and finds that the Approvals including but not limited to present zoning classification and development agreement are consistent with the City's comprehensive plan. Moreover, the City Staff has generally evaluated the suitability to amend the Approvals affecting the Annexed Property for development of a mixed-use community including but not limited to residential uses (single-family and multi-family), office, retail, commercial, a marina and open space areas as generally depicted on the Conceptual Plan (**Exhibit "C"**). The City Staff and Commission generally concur that the Annexed Property is suitable for development as a multi-use, master planned community as depicted on the Conceptual Plan, and that such development can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents. The City and Owners agree that a golf course, as provided in the Approvals, is not an appropriate use of the Annexed Property for various reasons including environmental impacts from pesticides or herbicides to the surrounding lands.

(B) Notwithstanding the above, the Parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments or rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to Comprehensive Plan amendments and rezoning requests is to timely process the Owners' applications expeditiously, consider all evidence presented in support of and in opposition to the applications, and make decisions to approve or deny the applications based upon the legal standards that govern such applications.

(C) The City agrees that all concurrency requirements related to the Annexed Property are vested by the Approvals, as may be amended and reviewed in accordance with Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.

(D) The City agrees that, if requested by the Owners, their affiliates or designees, it will promptly process for City Commission the consideration to annex other lands of Owners or their affiliates consistent with the terms of this Agreement and State law.

(E) The City shall honor, accept, and approve the development on Tract A-1, as shown in the Concept Plan, Plats and previously approved construction plans even if such development might be inconsistent with the City's rules and regulations. Notwithstanding, the parties may by mutual agreement amend any development order presently affecting the Annexed Property.

Section 6. De-annexation/Contraction. Any potential proposed de-annexation(s) or contractions of (i) the Annexed Property or (ii) any part or parts of the Annexed Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of (i) litigation brought by any third party or other governmental entity including, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or (ii) any termination of this Agreement under Sections 12(B) or (C), the City agrees, in good faith, to cooperate in any de-annexation or contraction requested by the Declarant to remove the Annexed Property from the City within sixty (60) days of Declarant's written request and permit the Owners to terminate this Agreement.

Section 7. Duty To Cooperate/Comprehensive Plan Amendment, etc.

(A) The City and the Owners agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Annexed Property. The good faith cooperation by the City and the Owners shall extend to the acquisition by the Owners of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Annexed Property in accordance with all applicable land use, zoning, land development, building and construction regulations.

(B) The City will consider the adoption of a Comprehensive Plan Map and Text Amendment contemplated by this Agreement, and the Owners will cooperate with the City by providing the City with all requested data and analysis to include the Annexed Property in the City Comprehensive Plan. The City shall promptly consider the proposed Comprehensive Plan Amendment and, if approved, immediately transmit the adopted Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO). Upon the FDEO's review of the adopted Comprehensive Plan Amendment, the City shall work in good faith with the Owners to address any questions or concerns raised by the FDEO prior to the City's final adoption.

Section 8. Limitation of Funding Obligations. Except as provided in Section 4 of this Agreement, the City shall have no obligation to Owners to fund any public facilities or infrastructure within the Annexed Property. Rather, the City shall have a good faith obligation to provide off-site Services and infrastructure necessary to develop the Annexed Property consistent with the Approvals and their intended amendments.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Remedies. Nothing in this Agreement shall be construed to limit the right of either the Owners or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a Party's non-performance under this Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement.

Section 11. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective designated representatives, successors and assigns as provided in Section 15. In the event that a party files an action in court

relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties' responsive pleadings are filed.

Section 12. Effectiveness of Agreement

(A) This Agreement shall serve as an annexation petition upon execution by the Owners, which may be relied on by the City in accordance with the terms of this Agreement upon the Owners' execution of the Agreement but shall become effective as an agreement between the Owners and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Annexed Property, both within 30 days of the date that Owners have executed this Agreement, then the petition for annexation may be revoked by the Owners and, upon demand, the City shall immediately release and deliver the Annexation Petition to the Owners, and the City shall record, at the City's expense, a Notice of Termination of this Agreement and any pending annexation petition for the Annexed Property in the Public Records of Flagler County, Florida. Upon annexation and receipt of a request by Owners, the City shall expeditiously process a Comprehensive Plan Amendment and Rezoning.

(B) Notwithstanding any other provisions of this Agreement, the Owners may, at its sole discretion, terminate this Agreement by notifying the City, in writing, of such termination within thirty (30) days following a legal challenge to the annexation of the Annexed Property filed by any third parties, including, but not limited to, Flagler County, Florida.

(C) To the extent allowed by law and notwithstanding any other provisions of this Agreement, if the Comprehensive Plan Amendment and anticipated Rezoning for the Annexed Property have not been adopted, approved and finalized, with all applicable appeal periods having expired within sixty (60) days following the Effective Date of this Agreement (the "Condition Subsequent"), (i) this Agreement, and any annexation pursuant thereto, shall become null and void and of no further force and effect, unless prior to such date Owners have delivered to the City a written notice expressly waiving or extending the Condition Subsequent; and (ii) the City shall immediately consider the request to de-annex the Annexed Property from the City as provided herein and by state law.

Section 14. Time Of the Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 15. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective assignees and successors in interest.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.

Section 17. Binding Effect. Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 18. Recording. Within five (5) business days after the approval of this Agreement by the City and the Owners' execution of this Agreement, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Flagler County, Florida.

Section 19. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida and Orlando Middle District for federal actions.

Section 20. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Annexed Property in accordance with the terms and conditions hereof, except where required by law.

Section 21. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owners, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

Section 22. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, terms, or restriction existing at the time of execution of this Agreement shall not relieve Owners of the necessity of complying with the law governing said permitting requirement, condition, terms, or restriction.

Section 23. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 24. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. If an exhibit is inconsistent with any term of this Agreement, such term(s) of this Agreement shall govern and take priority.

Section 25. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Annexed Property, and all parts and parcels thereof, and this Agreement shall be binding upon the inure to the benefit of both the City and the Owners and their assigns and successors in interest to the said Annexed Property, and all parts and parcels thereof.

Section 26. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 27. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street
Flagler Beach, FL 32136

To the Owners: Palm Coast Intracoastal, LLC
3129 Springbank Lane
Charlotte, NC 28226

Veranda Bay Investments, LLC
3129 Springbank Lane
Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Section 28. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and

supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein. Specifically, the parties agree that any and all obligations of the Owners as provided in the Settlement Agreement, recorded at Official Records Book 1560, Page 471 et seq and Interlocal agreement, recorded at Official Records Book 2129, Page 1549 et seq, are void and unenforceable against the Owners or their respective successors and assigns.

Section 29. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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WHEREFORE, the Parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF FLAGLER BEACH

City Clerk

City Manager

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by _____ as City Manager of the City of Flagler Beach, on its behalf, and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

For the use and reliance of the City of
Flagler Beach only. Approved as to form and
Legal sufficiency.

City Attorney

WITNESSES

**PALM COAST INTRACOASTAL, LLC, a
Florida limited liability company**

Signature

Print Name: _____

By: _____

William G. Allen Jr., Manager

Signature

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by William G. Allen Jr., as Manager of Palm Coast Intracoastal, LLC and who is personally known to me on this ____ day of _____, 2054.

NOTARY PUBLIC

WITNESSES

**VERANDA BAY INVESTMENTS, LLC, a
Florida limited liability company**

Signature

Print Name: _____

By: _____

William G. Allen Sr., Manager

Signature

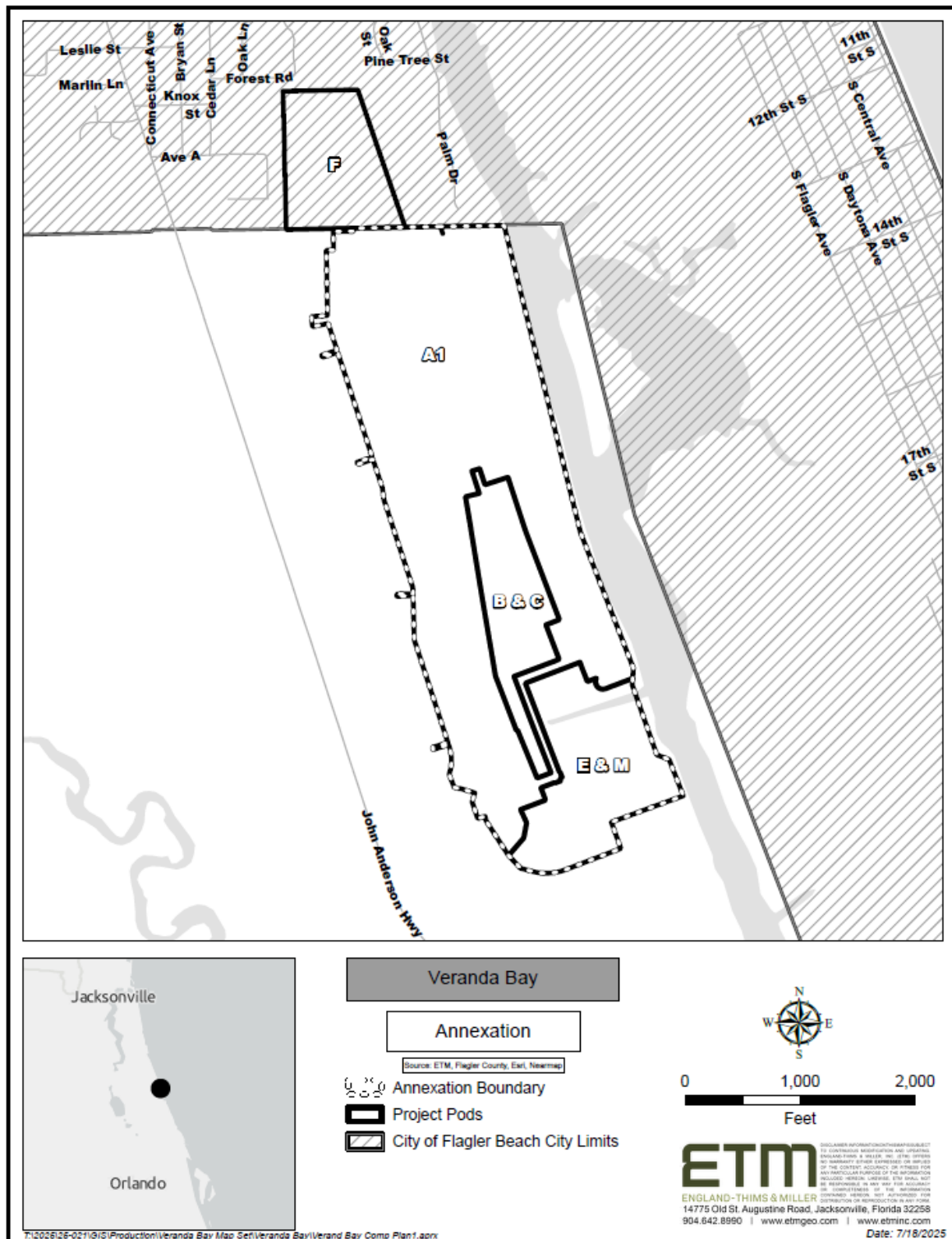
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by William G. Allen Sr., as Manager of Veranda Bay Investments, LLC and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

EXHIBIT "A"



PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39"

WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDE BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD

DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

VERANDA BAY

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF

11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

VERANDA BAY
SOLD TRACTS AND PLATTED LOTS

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

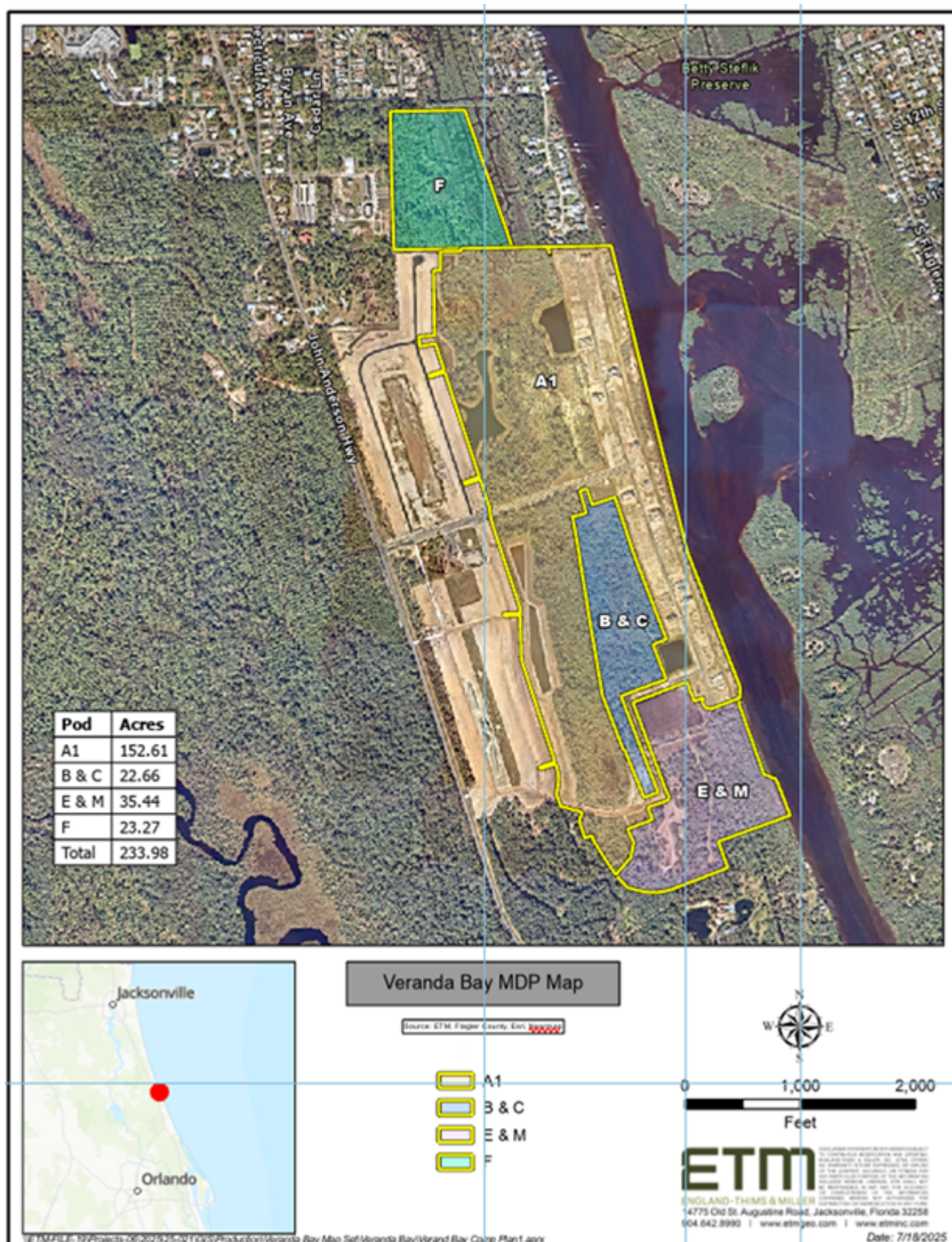
TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**EXHIBIT “B”
APPROVALS**

GOVERNMENTAL APPROVALS

1. Gardens at Hammock Beach Planned Unit Development Agreement effective November 17, 2005 and recorded on May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.
2. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor dated May 16, 2016 and recorded on May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.
3. Army Corps of Engineers Permit number SAJ-1996-00918 effective December 3, 2020.
4. Florida Department of Environmental Protection Water Permit 0080281-030-DSGP effective January 6, 2021.
5. Florida Department of Environmental Protection Wastewater Permit 0018857-024-DWC effective January 6, 2021.
6. Public School Proportionate Share Mitigation Agreement with the Flagler County School Board effective January 19, 2020 and recorded on January 22, 2021 in Official Records Book 2518, Page 920, Public Records of Flagler County, Florida.
7. Flagler County Right of Way Permit issued on 4/18/2023 for offsite installation of reuse main and fittings along John Anderson Highway.
8. St. Johns River Water Management District ERP Permit number 80599-6 issued April 23, 2021 (Hammock Beach River Club Transfer – now known as Veranda Bay).
9. St. Johns River Water Management District ERP Permit number 80599-8 issued October 7, 2021 (Gardens Phase 1A, 1B, 1C, 2A, 2B and 2C – now known as Veranda Bay).
10. Utility Service Agreement with City of Flagler Beach recorded on March 29, 2022 in Official Records Book 2672, Page 74, Public Records of Flagler County, Florida.
11. Recorded Plat of Veranda Bay Phase 1A, recorded on July 21, 2022 in Plat Book 40, Pages 59 through 64, Public Records of Flagler County, Florida.
12. Recorded Plat of Veranda Bay Phase 2A, recorded on July 21, 2022 in Plat Book 40, Pages 65 through 70, Public Records of Flagler County, Florida.

EXHIBIT "C"





City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Palm Coast Intracoastal, LLC PHONE: 386-986-2411
 ADDRESS: 3129 Springbank Lane, #201 Charlotte NC 28226

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):
See attached Exhibit "A"

_____ SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property is reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Palm Coast Intracoastal, LLC

[Signature]
 Signature of Owner one (1)
William G. Allen, Jr., Manager
 Subscribed and Sworn to (or affirmed) before me by

This 16 day of July, 2025.
 Who is personally known to me or has produced
 _____ as identification.

HH 190061 01/02/26
 Commission Number & Expiration

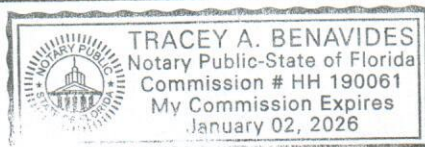
[Signature]
 Notary Public

 Signature of Owner two (2)
 Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
 Who is personally known to me or has produced
 _____ as identification.

 Commission Number & Expiration

 Notary Public



Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$_____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex. "A" Subdivision Name; _____

Section; _____ Block(s); _____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301 Palm Coast FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this 16th day of July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC Individual submitted by ☒ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)
Signature of Notary Public, State of Florida

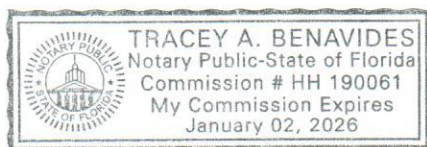


EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST,

CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING

OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

VERANDA BAY

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID

CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

VERANDA BAY
SOLD TRACTS AND PLATTED LOTS

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT “B”

OWNER	POD AREA	TAX PARCEL	ACREAGE	
Veranda Bay Investments	B & C	Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)	22.64	
Veranda Bay Investments	E & M	Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000	35.44	
			APPROX TOTAL VBI ACREAGE	58.08
OWNER	POD AREA	TAX PARCEL	ACREAGE	
APPROVED PROPERTIES				
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation	42.09	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)	5.67	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)	2.66	
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD	2.89	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)	3.59	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)	1.63	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)	0.30	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)	0.81	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)	27.19	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)	0.37	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)	0.55	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT	0.03	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)	2.69	
			APPROX TOTAL PCI ACREAGE	92.49
OWNER	POD AREA	TAX PARCEL	ACREAGE	
SOLD TRACTS & PLATTED LOTS				
City of Flagler Beach	A1	13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)	0.06	
City of Flagler Beach	A1	38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)	0.06	
Gardens CDD	A1	13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.	4.29	
Gardens CDD	A1	13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)	8.82	
Gardens CDD	A1	13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)	3.82	
Gardens CDD	A1	13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)	0.87	
Gardens CDD	A1	13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)	1.40	
Gardens CDD	A1	13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT	0.52	
Gardens CDD	A1	13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT	0.40	
Gardens CDD	A1	13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.	2.84	
Gardens CDD	A1	38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)	4.50	
Gardens CDD	A1	38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)	0.41	
Gardens CDD	A1	38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)	10.83	
Phase 1A Platted Lot Owners	A1	Lots 43 through 98, Phase 1A Plat	10.36	
Phase 2A Platted Lot Owners	A1	Lots 1 through 42 and 99 through 122, Phase 2A Plat	10.95	
			APPROX TOTAL SOLD TRACTS & PLATTED LOTS ACREAGE	60.13
			TOTAL EAST SIDE ANNEXATION ACREAGE	210.70



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Drew Smith, City Attorney
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The Planning & Architectural Review Board will review the item at its October 07, 2025, meeting. The City Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The Applicant desires to annex approximately 514+/- acres into the City of Flagler Beach, recognizing that the annexed property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-22 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch. 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

Attachments:

1. 2025-22 Annexation ST
2. BIS 2025-22 ST
3. 2025-22 Affidavit

ORDINANCE 2025-22
ANNEXATION OF SUMMERTOWN – APPLICATION NO. PAN25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying

the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the 9th day of October, 2025.

ADOPTED on Second Reading after due public notice and public hearing this 13th day of November 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF

1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

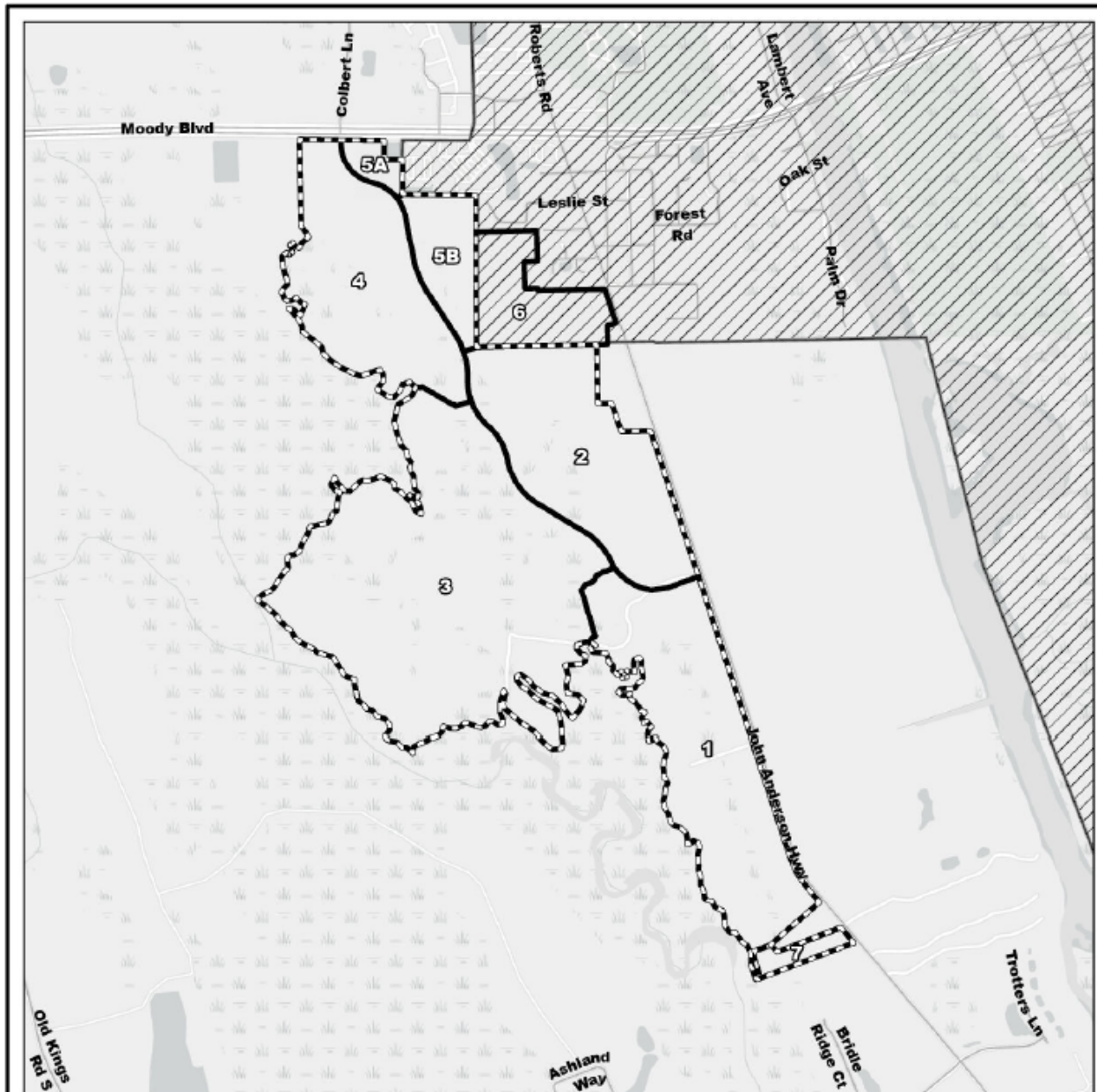
TOGETHER WITH

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41

DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"



Summertown

Annexation

Source: ETM, Flagler County, Esri, Navmap

- Project Tracts
- Annexation Boundary
- City of Flagler Beach Existing City Limits



0 1,500 3,000
Feet

ETM
ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgao.com | www.etmnc.com

Date: 7/31/2024

EXHIBIT “C”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00354F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-22

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

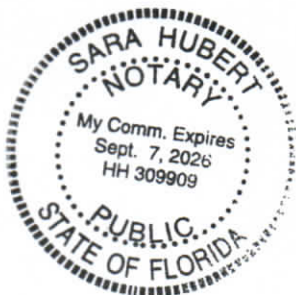
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond, who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No 2025-22 Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAKES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:
PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

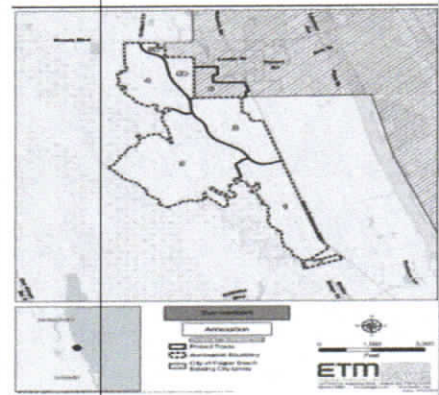
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00354F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PAN25-0002 ORDINANCE 2025-22 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property within city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property to be included within the city limits of Flagler Beach; providing for annexation in accordance with the voluntary annexation provisions of section 171.044, Florida statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on a valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date.

Background:

The Applicant desires to annex approximately 514+/- acres into the City of Flagler Beach, recognizing that the annexed property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends the Planning and Architectural Review Board (PARB) find the Pre-Annexation and Annexation Ordinance 2025-22 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation that the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

Attachments:

1. Staff Report_Summer Town_Pre-Annexation_Final10022025

2. Update 10062025 Item 7b Staff Report PAN 25-002 Ordinance 2025-22 Voluntary Annexation Veranda Bay10022025 (2)
3. Ordinance Annexation ST_FINAL DRAFT
4. Summertown Pre-annexation agreement 10.1.25 FINAL DRAFT
5. ST_Application for Annexation for submittal



To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Summer Town | Ordinance 2025-22

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- **Future land use and zoning:** A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- **Provision of urban services:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- **Financial obligations:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- **Development standards:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions: The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

- (2) Future Land Use Map Amendment(s);
- (2) Site Specific Policy Text Amendment(s), and
- (2) Master Planned Development Agreements(s); and
- (6) Developer's Application(s), Agreements, Maps, and Exhibits.



Staff Finding:

Applicant: Michael D. Chiumento, Esq.

Site Location: West side of John Anderson Highway & South of SR 100

Total Acreage: 515 +/- acres

Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA.*

Demand on Potable Water / Capacity Analysis Summer Town									
EXISTING POTABLE WATER DEMAND Flagler Beach				PROPOSED POTABLE WATER DEMAND Summer Town				TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Summer Town	
The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).				The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).				Total Existing + Proposed Potable Water Demand	
• Existing potable water demand = population served * 125 GPCD				• Proposed potable water demand = population served * 125 GPCD				• Total projected potable water demand = total population served * 125GPCD	
• City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD				• Population = 2,735 1,640 units * 2.08 persons per unit = 3,411				• Total Projected Potable Water Demand = 10,849 persons * 125 GPCD	
• Existing Potable Water Demand = 7,438 persons * 125 GPCD				• Proposed potable water demand = 3,411 persons * 125 GPCD				• Total Projected Potable Water Demand = 1,356,125 GPD	
• Existing Potable Water Demand = 929,750 GPD				• Proposed potable water demand = 426,400 GPD					

3

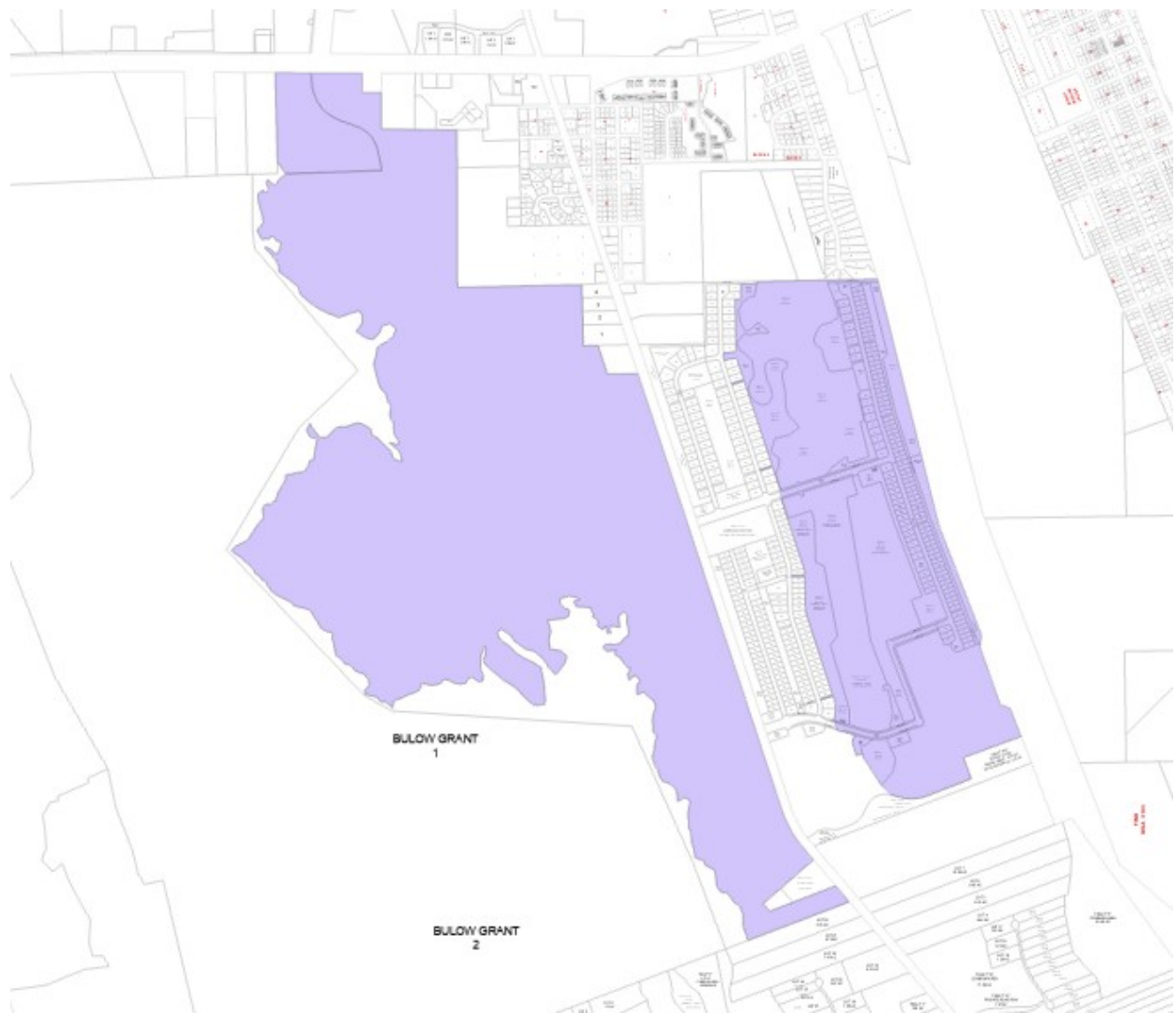
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation

The Pre-Annexation Agreement and Annexation Ordinance 2025-22 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-22 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

3



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown



City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoflaglerbeach.com

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001 Ordinance ~~2025-21~~ 2025-22
Date: October 1, 2025

Applicant: Michael Chiumento, Esq

Site Location: West of John Anderson Highway; South of SR 100

Total Acres: +/- 514 Acres

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 514 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the west side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City represents facilities shall be in place and available to serve new development by the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent.

The City of Flagler Beach currently provides water, wastewater; and through mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler County.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the +/- 514 Acres subject property be included within the corporate area and City limits of Flagler Beach.

ORDINANCE 2025-22
ANNEXATION OF SUMMERTOWN – APPLICATION NO. PAN25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____ day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this ____ day
of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF

1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41

DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

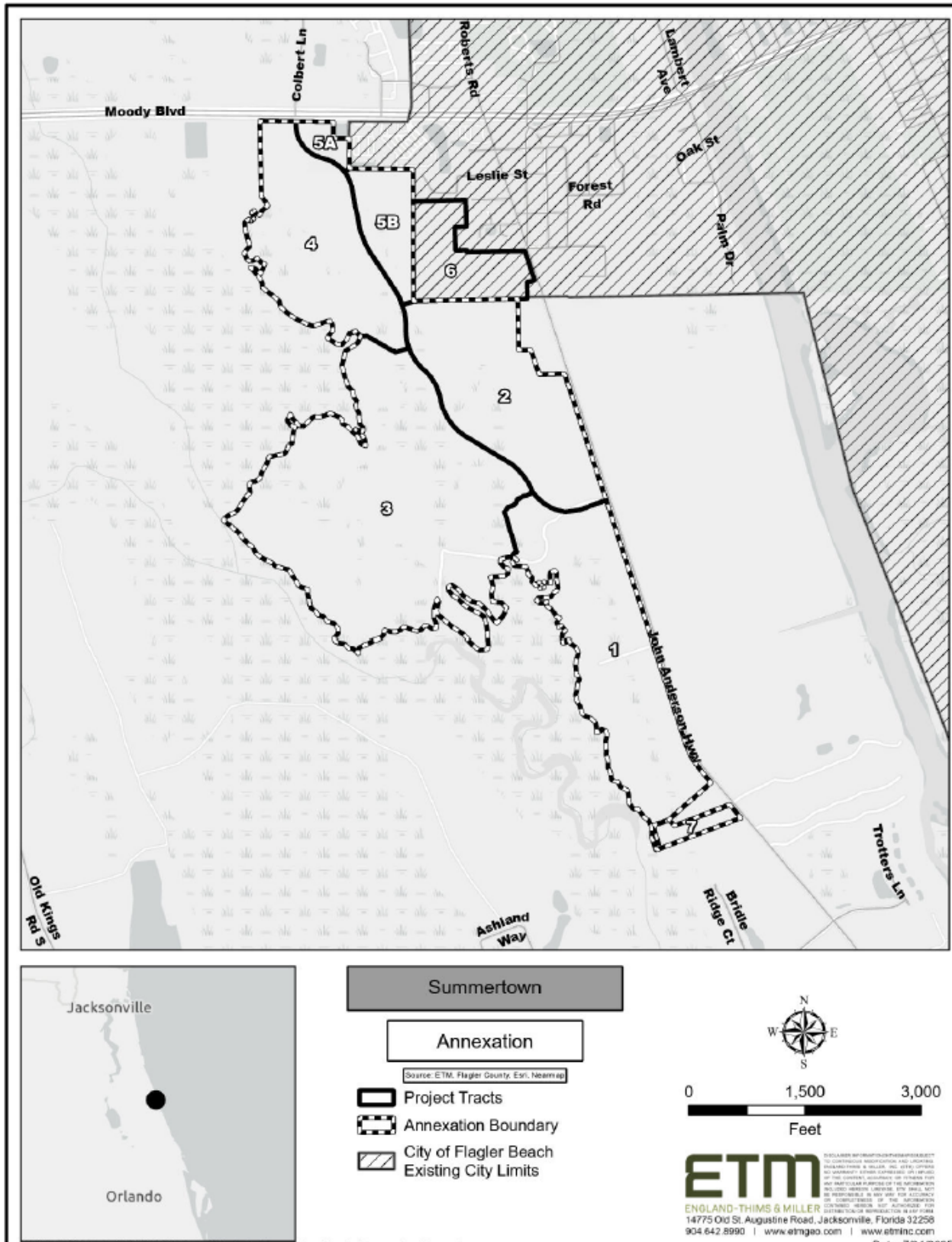


EXHIBIT "C"

Serial Number
25-00354F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-22

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

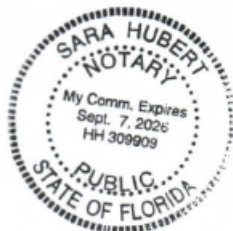
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



**CITY OF FLAGLER BEACH
NOTICE OF PUBLIC
HEARING**

The City Commission proposes to adopt Ordinance No 2025-22 Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

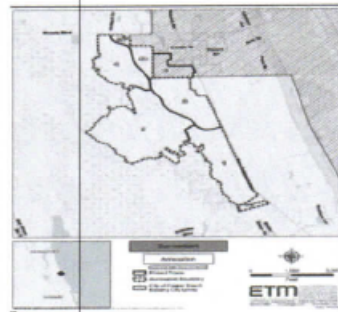
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 206.0106, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00354F

Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

SUMMERTOWN PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (“Agreement”) is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, **Veranda Bay Investments, LLC, a Florida limited liability company (“Veranda”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 and **Highway 100 Commercial LLC (“HC 100”)** whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the “Owners”) this ____ day of _____, 2025, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

A. The parties desire to annex the following properties (the “Annexed Property”, **Exhibit. “A”**) into the City of Flagler Beach.

B. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 495.12 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Veranda Property”);

C. HC100 is the owner of certain real property located in Flagler County, Florida consisting of approximately 18.94 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “HC100 Property”);

D. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands, Conservation, and Mixed use: High Intensity future land use designations under the provisions of the Flagler County Comprehensive Plan;

E. The Annexed Property is assigned the Planned Unit Development zoning classification under the provisions of the Flagler County Land Development Code and is subject to that PUD Development Agreement (the “PUD DA”) recorded at Official Records Book 1429, Page 19 et seq, as identified in the Approvals in **Exhibit “B”** attached (hereinafter referred to as “Approvals”);

F. As negotiated in the PUD DA, the Owners, as a successor, previously conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of preservation, conservation and public recreation for the benefit of citizens of Flagler County (the “Dedicated Lands”);

G. The City desires to annex the Annexed Property into the City of Flagler Beach recognizing that (i) the Annexed Property is intended to be developed as a mixed-use development

consistent with the Approvals, and (ii) the Parties to this Agreement desire to amend the comprehensive plan designation and rezone the Annexed Property;

H. Under Section 171.044(1), Florida Statutes, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality;

I. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

J. Section 171.062(1), Florida Statutes, provides as follows:

“An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.”;

K. Section 166.021(8) (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

“(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purpose of this subsection.”

and

“(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.”;

L. The City desires to ensure that any amendment to the Approvals and the development of the Annexed Property is compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such development in the manner required by applicable law;

M. The City has taken action to (i) expand the capacity of its potable water, wastewater and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

N. In the event the Approvals are amended, the City and the Owners desire to (i) implement land use densities and intensities that are compatible with the economic development goals of the City and (ii) develop the Annexed Property at its highest and best use and aligned with the limiting policy accompanying the map amendment voluntarily limiting certain development entitlements;

O. The City represents to the Owners that adequate public facilities and services, including but not limited to potable water and wastewater, currently exist to serve the Annexed Property or will be available at the time of development in accordance with applicable laws regarding concurrency;

P. This Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose;

Q. The City finds and determines that the City's interest will be best served by annexing the Annexed Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexed Property is consistent with the Approvals and, if amended, is in accordance with the City's Comprehensive Plan;

R. Owners seek to obtain for the Annexed Property the benefits and privileges of inclusion within the boundaries of the City, which include the designation of the Annexed Property on the City's Future Land Use Map and the assignment of zoning categories to allow for the development of the Annexed Property consistent with the Approvals and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

S. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission included as Exhibit XX, accompany the Annexation Ordinance.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, *Florida Statutes*), and the City's Charter. The persons executing this Agreement represent that they have full authority and the necessary

approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the Annexed Property. The City hereby represents, warrants, and covenants to and with the Owners that this Agreement has been validly approved by the Flagler Beach City Commission, that it has been duly executed and delivered by the City, that it is consistent with the City's Comprehensive Plan (adopted by the City pursuant to Chapter 163, Part II, Florida Statutes) and the land development regulations of the City of Flagler Beach (including, without limitation, the City's Land Development Regulations and, collectively, the "**City Regulations**"), and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

(C) The Owners consent to or petitioned for annexation of their respective properties. The Owners have delegated and assigned to Veranda the right and responsibility for negotiating this Agreement on behalf of all the Owners.

Section 3. INTENTIONALLY DELETED

Section 4. Development Conditions and Public Facilities

(A) Water/Sewer/Reuse: The Annexed Property, after the effective date of this Agreement, shall be located within the City's urban service boundary. Except as provided herein, the City's municipal services including but not limited to water, sanitary sewer and reuse water ("Services") shall be provided to the Annexed Property. As a material part of this Agreement, the City represents to the Owners that it shall provide at a minimum 111,000 gallons/day of water and wastewater treatment capacity to the Annexed Property. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Annexed Property. However, in the event the City cannot immediately provide and pay for one or any of these Services to the Annexed Property upon the Owners' written request, the Owners shall be permitted, without objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an adjacent provider or construct facilities to provide such services. The City shall not charge fees to a community development district or a property owners' association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Annexed Property. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as it is to any other owner of City property and will be available concurrent with the impacts of the development of the Annexed Property. If reasonably possible, the Owners shall utilize the City's solid waste collection franchise.

(C) Public Safety: The City will provide fire (having a first response agreement with Flagler County as part of its service network), police, and EMS facilities, including the equipment and services necessary to serve the Annexed Property at a level consistent with the City's adopted

level of service. All such public services are available to support the development of the Annexed Property.

(D) Transportation: Transportation issues and transportation impacts will be addressed through the City's concurrency management system as presently adopted, Chapter 163, Florida Statutes, and traffic studies performed by a qualified engineer. The City shall not require any above or below grade crossings for any intersection.

(E) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity to consider certain changes in the City Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of the City's jurisdiction under its police power, processed in good faith and in a timely fashion. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development actions. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take actions, except to timely process such applications. Owners must process any final plats of the Annexed Property for approval by the City which shall allow for the posting of proper bonds as provided by Florida law. The Owners are permitted to market for sale any parcel or lot pending approval and recording of final plats (as may be bonded), provided that title to such will not be conveyed to third party purchasers prior to the recording of final plats.

(F) Buffers/Open Space/Trees: For any future development, the Owners shall place an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is twenty-five (25) feet minimum and average fifty (50) feet in width along the western side of the right of way. Further, the Owners shall ensure that buffers along Bulow Creek provide a 25-foot minimum and 75-foot average. The Owners shall also provide a natural buffer no less than One Hundred (100) feet from the edge of the Bulow Creek riverbank. In addition, the Owner shall provide a minimum of forty percent (40%) of land as open space as may be defined by the City's current Land Development Regulations (LDR) or subsequent development agreements. In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties. This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property's systems, as applicable or as may be exempt. The City further acknowledges

that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies ("Stormwater Plans"). The City agrees to cooperate with Owners' efforts to obtain Conditional Letters of Map Revision ("CLOMR.s") and Final Letters of Map Revisions ("LOMRs") with FEMA on an expedited basis.

(H) Mass Grading/Phased Infrastructure: The Annexed Property shall be developed in phases with some infrastructure being shared between phases ("Shared Infrastructure"). The parties agree that the Owners shall have the right to mass grade and construct Shared Infrastructure in portions of the Annexed Property not subject to a preliminary plat or site plan development order so long as such Shared Infrastructure is related to an approved development order. The Owners shall have the right but not the obligation to create overall master plan and mass grade plan for roadways, utility infrastructure and stormwater system generally depicting infrastructure that may be shared between phases (stormwater systems, roads, etc.). Such plans shall permit phased construction of such improvements in advance of future phases of development at the Owners' election, subject to approval by the City Manager.

(I) Agriculture Exemption: Portions of the Annexed Property presently qualify for a statutory agricultural exemption. So long as the Annexed Property maintains and satisfies the statutory requirements, the City shall agree and acknowledge that portions of the Annexed Property may continue with its present agricultural and silviculture uses to maintain such qualifications.

(J) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain and not subject to forfeiture.

(K) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), pursuant to Chapter 190, Florida Statutes, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to state law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction affecting the District to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it shall, in good faith, assist the Owners, at the Owner's sole discretion, to amend the District's existing boundaries and establish an additional community development district governing the Annexed Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, F.S. including but not limited to, any transportation improvements that may be required by this Agreement or other development orders.

(L) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits. All silviculture activities shall continue to comply with all federal and state requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best

Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

(M) Miscellaneous: Owners will be permitted to conduct marketing and sales events on the Annexed Property on an ongoing basis without further approval in a manner not inconsistent with City Code.

Section 5. General Obligations/Commitments of the Parties

(A) The City has reviewed the Approvals affecting the Annexed Property and finds that the Approvals including but not limited to present zoning classification and development agreement are consistent with the City's comprehensive plan. Moreover, the City Staff has generally evaluated the suitability to amend the Approvals affecting the Annexed Property for development of a mixed-use community including but not limited to residential uses (single-family and multi-family), office, retail, commercial, a marina and open space areas as generally depicted on the Conceptual Plan (**Exhibit "C"**). The City Staff and Commission generally concur that the Annexed Property is suitable for development as a multi-use, master planned community as depicted on the Conceptual Plan, and that such development can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents. The City and Owners agree that a golf course, as provided in the Approvals, is not an appropriate use of the Annexed Property for various reasons including environmental impacts from pesticides or herbicides to the surrounding lands.

(B) Notwithstanding the above, the Parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments or rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to Comprehensive Plan amendments and rezoning requests is to timely process the Owners' applications expeditiously, consider all evidence presented in support of and in opposition to the applications, and make decisions to approve or deny the applications based upon the legal standards that govern such applications.

(C) The City agrees that all concurrency requirements related to the Annexed Property are vested by the Approvals, as may be amended and reviewed in accordance with Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.

(D) The City agrees that, if requested by the Owners, their affiliates or designees, it will promptly process for City Commission the consideration to annex other lands of Owners or their affiliates consistent with the terms of this Agreement and State law.

Section 6. De-annexation/Contraction. Any potential proposed de-annexation(s) or contractions of (i) the Annexed Property or (ii) any part or parts of the Annexed Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of (i) litigation brought by any third party or other governmental entity including, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or (ii) any termination of this Agreement under Sections 12(B) or (C), the City agrees, in good faith, to cooperate in any de-annexation or contraction requested by the Declarant to remove the Annexed Property from the

City within sixty (60) days of Declarant's written request and permit the Owners to terminate this Agreement.

Section 7. Duty To Cooperate/Comprehensive Plan Amendment, etc.

(A) The City and the Owners agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Annexed Property. The good faith cooperation by the City and the Owners shall extend to the acquisition by the Owners of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Annexed Property in accordance with all applicable land use, zoning, land development, building and construction regulations.

(B) The City will consider the adoption of a Comprehensive Plan Map and Text Amendment contemplated by this Agreement, and the Owners will cooperate with the City by providing the City with all requested data and analysis to include the Annexed Property in the City Comprehensive Plan. The City shall promptly consider the proposed Comprehensive Plan Amendment and, if approved, immediately transmit the adopted Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO). Upon the FDEO's review of the adopted Comprehensive Plan Amendment, the City shall work in good faith with the Owners to address any questions or concerns raised by the FDEO prior to the City's final adoption.

Section 8. Limitation of Funding Obligations. Except as provided in Section 4 of this Agreement, the City shall have no obligation to Owners to fund any public facilities or infrastructure within the Annexed Property. Rather, the City shall have a good faith obligation to provide off-site Services and infrastructure necessary to develop the Annexed Property consistent with the Approvals and their intended amendments.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Remedies. Nothing in this Agreement shall be construed to limit the right of either the Owners or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a Party's non-performance under this Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions

or conditions hereof, other than the Parties hereto and their respective designated representatives, successors and assigns as provided in Section 14. In the event that a party files an action in court relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties responsive pleadings are filed.

Section 12. Effectiveness of Agreement

(A) This Agreement shall serve as an annexation petition upon execution by the Owners, which may be relied on by the City in accordance with the terms of this Agreement upon the Owners' execution of the Agreement but shall become effective as an agreement between the Owners and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Annexed Property, both within 30 days of the date that Owners have executed this Agreement, then the petition for annexation may be revoked by the Owners and, upon demand, the City shall immediately release and deliver the Annexation Petition to the Owners, and the City shall record, at the City's expense, a Notice of Termination of this Agreement and any pending annexation petition for the Annexed Property in the Public Records of Flagler County, Florida. Upon annexation and receipt of a request by Owners, the City shall expeditiously process a Comprehensive Plan Amendment and Rezoning.

(B) Notwithstanding any other provisions of this Agreement, the Owners may, at its sole discretion, terminate this Agreement by notifying the City, in writing, of such termination within thirty (30) days following a legal challenge to the annexation of the Annexed Property filed by any third parties, including, but not limited to, Flagler County, Florida.

(C) To the extent allowed by law and notwithstanding any other provisions of this Agreement, if the Comprehensive Plan Amendment and anticipated Rezoning for the Annexed Property have not been adopted, approved and finalized, with all applicable appeal periods having expired within sixty (60) days following the Effective Date of this Agreement (the "Condition Subsequent"), (i) this Agreement, and any annexation pursuant thereto, shall become null and void and of no further force and effect, unless prior to such date Owners have delivered to the City a written notice expressly waiving or extending the Condition Subsequent; and (ii) the City shall immediately consider the request to de-annex the Annexed Property from the City as provided herein and by state law.

Section 13. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 14. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective assignees and successors in interest.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to

the extend permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.

Section 16. Binding Effect. Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 17. Recording. Within five (5) business days after the approval of this Agreement by the City and the Owners' execution of this Agreement, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Flagler County, Florida.

Section 18. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida and Orlando Middle District for federal actions.

Section 19. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Annexed Property in accordance with the terms and conditions hereof, except where required by law.

Section 20. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owners, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

Section 21. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, terms, or restriction existing at the time of execution of this Agreement shall not relieve Owners of the necessity of complying with the law governing said permitting requirement, condition, terms, or restriction.

Section 22. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 23. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

Section 27. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein. Specifically, the parties agree that any and all obligations of the Owners as provided in the Settlement Agreement, recorded at Official Records Book 1560, Page 471 et seq and Interlocal agreement, recorded at Official Records Book 2129, Page 1549 et seq, are void and unenforceable against the Owners or their respective successors and assigns.

Section 28. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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WHEREFORE, the Parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF FLAGLER BEACH

City Clerk

City Manager

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by _____ as City Manager of the City of Flagler Beach, on its behalf, and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

For the use and reliance of the City of
Flagler Beach only. Approved as to form and
Legal sufficiency.

City Attorney

WITNESSES

**Highway 100 Commercial LLC (“HC 100”) a
Florida limited liability company**

Print Name: _____

By: _____
_____ **Manager**

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical
presence or ____ online notarization by _____, as Manager of Highway 100
Commercial , LLC and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

WITNESSES

**VERANDA BAY INVESTMENTS, LLC, a
Florida limited liability company**

Print Name: _____

By: _____
William G. Allen Sr., Manager

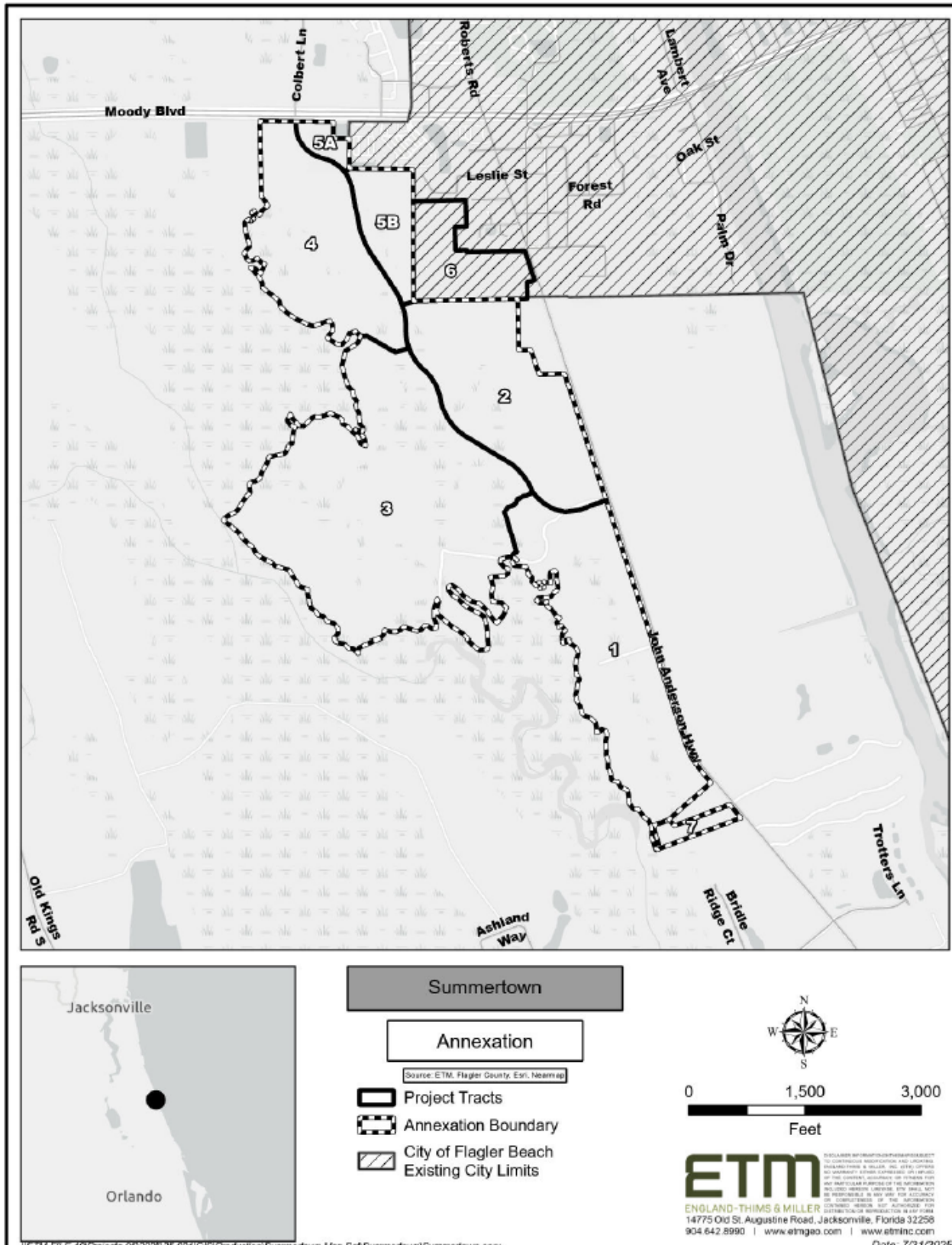
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by William G. Allen Sr., as Manager of Veranda Bay Investments, LLC and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

EXHIBIT "A"



PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434,

PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

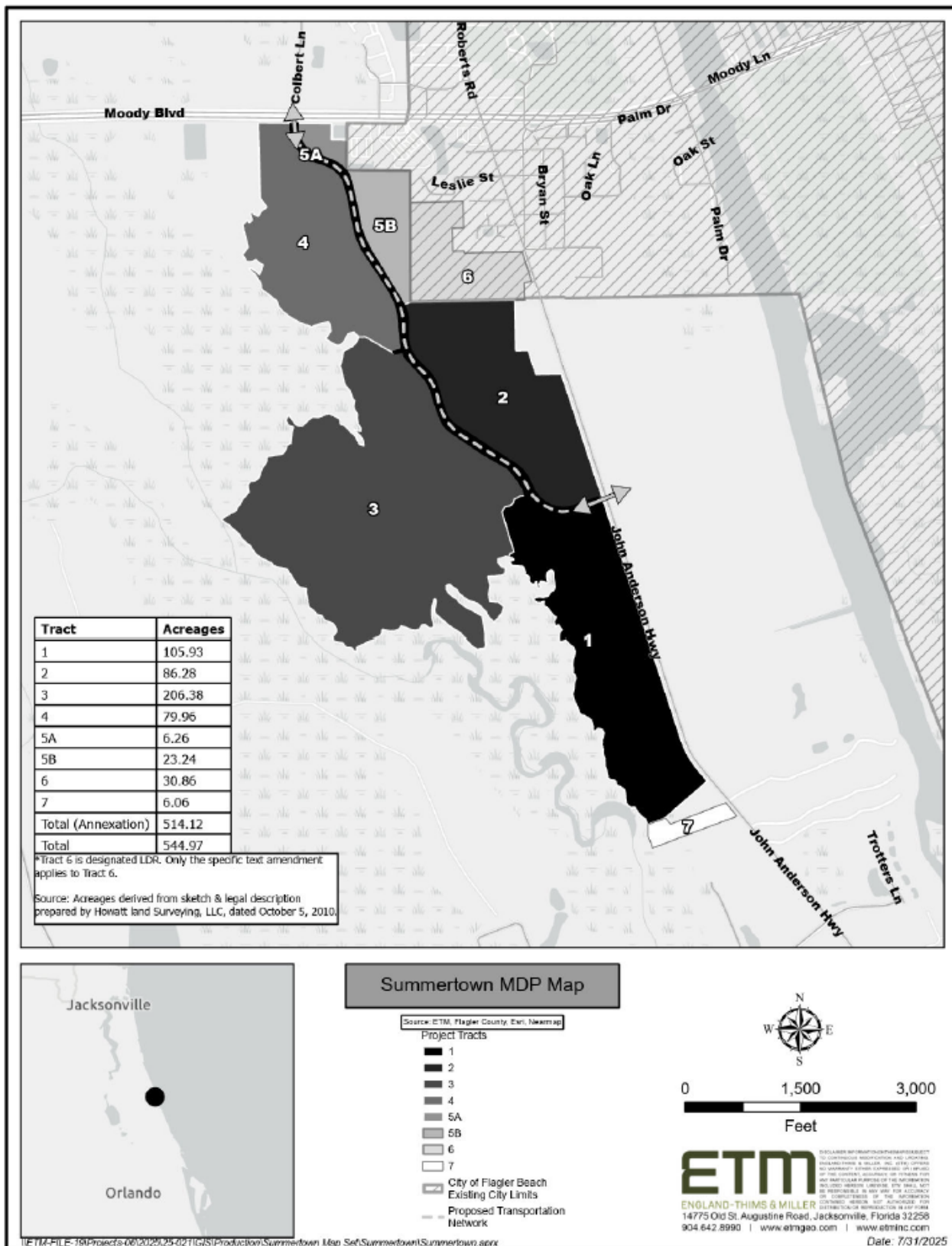
FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

**EXHIBIT “B”
APPROVALS**

GOVERNMENTAL APPROVALS

1. Gardens at Hammock Beach Planned Unit Development Agreement effective November 17, 2005 and recorded on May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.
2. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor dated May 16, 2016 and recorded on May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.

EXHIBIT “C”





City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Veranda Bay Investments, LLC & Highway 100 Commercial, LLC
OWNER'S NAME: _____ PHONE: _____
ADDRESS: SR 100/Colbert Lane & John Anderson Hwy

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):
See attached Exhibit "A" legal description

_____ SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property is reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Veranda Bay Investments, LLC

 Signature of Owner one (1) Subscribed and Sworn to (or affirmed) before me by <u>William G. Allen, Manager</u> This <u>30th</u> day of <u>July</u> , 20 <u>25</u> Who is personally known to me or has produced _____ as identification. <u>HH190061 01/02/26</u> Commission Number & Expiration  Notary Public	_____ Signature of Owner two (2) Subscribed and Sworn to (or affirmed) before me by _____ This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification. _____ Commission Number & Expiration _____ Notary Public
---	---



Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
as Manager of Highway 100 Commercial, LLC

This ____ day of August, 20 24,
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public

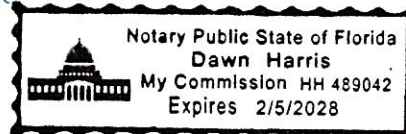
Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as
Manager of Highway 100 Commercial, LLC

This 13th day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

HH489042 EXP. 02.05.28
Commission Number & Expiration

Notary Public



Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
as Manager of Highway 100 Commercial, LLC

This 20th day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

#HH 567098 07/01/2028
Commission Number & Expiration

Jessica Santoli
Notary Public

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as
Manager of Highway 100 Commercial, LLC

This _____ day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public



OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" parcel ID Numbers hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

7-30-25
Date

[Signature]
Property Owner's Signature

William G. Allen
William G. Allen, as Manager of Veranda Bay Investments, LLC

[Signature]
Property Owner's Printed Name

William G. Allen, as Manager of Palm Coast Intracoastal, LLC

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen & William G. Allen Jr. (property owner),
☒ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 30th day of July, 2025.



Tracey A. Benavides
Notary Public



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$_____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

D. LEGAL DESCRIPTION: _____ Subdivision Name: _____

See attached Exhibit "A" legal description

Section: _____ Block(s): _____ Lot(s): _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 514.06 acres

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Veranda Bay Investments, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 5150 Tamiami Trail N, Ste 504	Mailing Address: 145 City Place, Suite 301, Palm Coast FL
Phone Number: Naples, FL 34103	Phone Number: 386-445-8900
E-mail Address: 386-986-2411	E-mail Address: Michael3@legalteamforlife.com
E-mail Address: kenbelshe@yahoo.com	

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

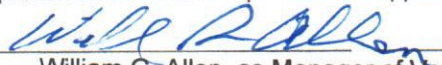
SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast FL	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): 
 Printed or typed name(s): William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
 this 30th day of July 2025 by William G. Allen, as Manager of Veranda Bay Investments, LLC individual submitted
 by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

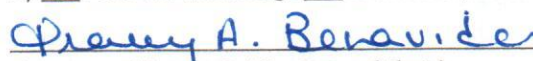
 (SEAL)
 Signature of Notary Public, State of Florida



EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

LEGAL DESCRIPTION ANNEXATION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

**LEGAL DESCRIPTION
ANNEXATION**

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

OWNER	PROPERTY	ACREAGE
Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12
	TOTAL ACREAGE	514.06



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading).

Background:

The Planning & Architectural Review Board will review the item at its October 7, 2025, meeting. The Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC). The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

Staff Recommendation:

Staff recommends that the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and recommends the City Commission approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. BIS 2025-23 VB
2. 2025-23 and 2025-24 Affidavit

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No. 2025-25. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.99 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agricultural, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 305 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-317-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-317-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 317-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 300 S. Daytona Ave.

Location Map



Sep. 25

25-00351F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PFLUMA25-0001 Ordinance 2025-23 (Veranda Bay): An ordinance of the City Commission of the City of Flagler Beach, Florida amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property with accompanying text policy amendment to voluntarily limit development to a maximum of 377 residential units, a maximum of 16,200 square feet of non-residential uses, a maximum of 150 marina berths providing for severability; providing for conflicts; and providing for an effective date.

Background:

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC). The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and to recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Veranda Bay w MAPS
2. Ord 2025-23 Veranda Bay Comprehensive Plan Amendment
3. VB_Application Comp Plan signed w exhibits



VERANDA BAY DEVELOPMENT FINDINGS REPORT

Large-Scale Future Land Use Amendment

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

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1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Veranda Bay Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Veranda Bay, LLC; Palm Coast Intracoastal, LLC; and Highway 100
Commercial, LLC

1.3 Intent

The intent of the development is to develop the property into Low Density Residential, General Commercial, and a Marina Village. The residential uses include multiple types of housing opportunities including single-family and multi-family units with an anticipated 2035 build out.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC).

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Veranda Bay Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

Project	899.09 +/- Acres
Residential Units	377 units (3units/ac)
Commercial Density	16,200 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 234 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

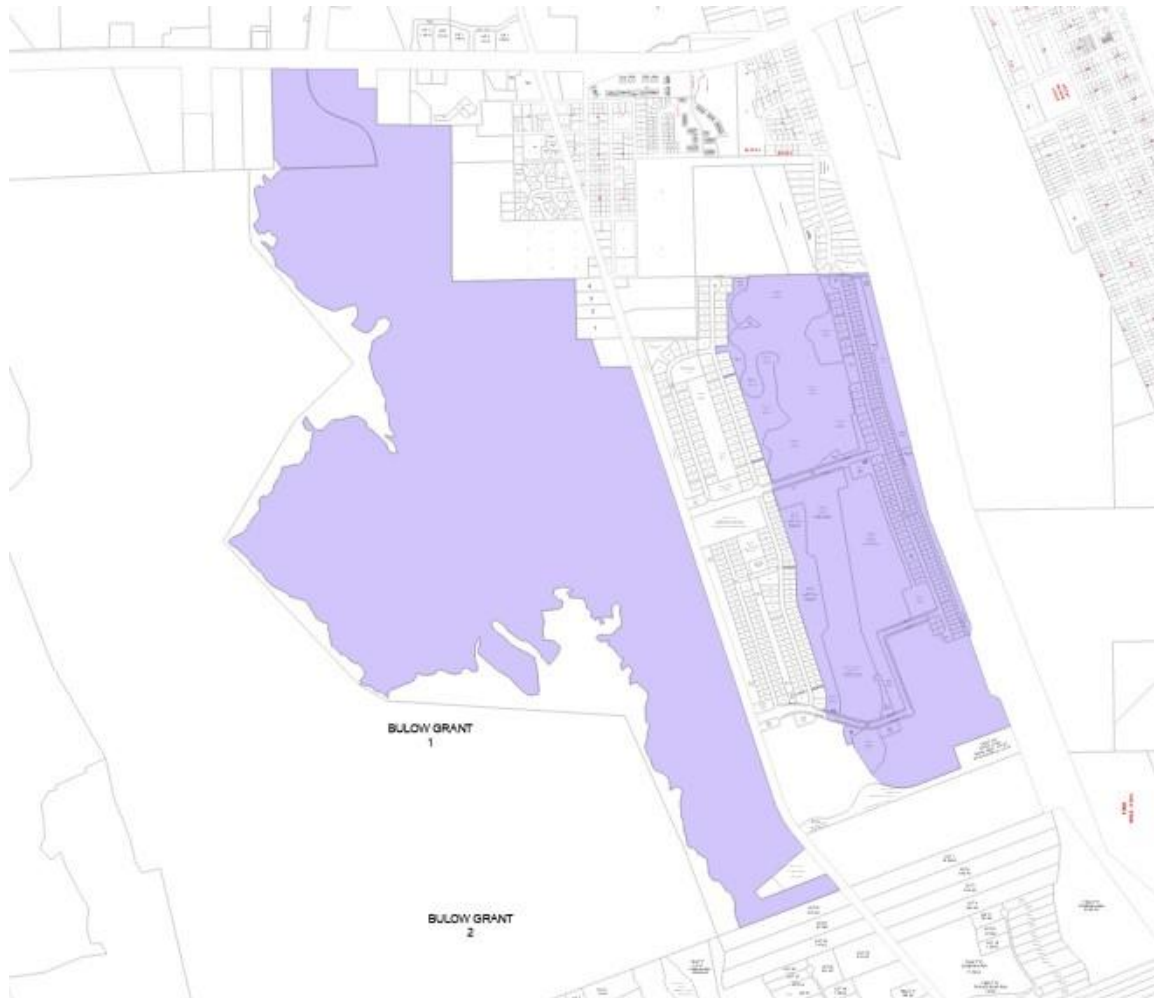
The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

3.3 Access and Frontage

The development is on the East Side County Road (CR) 201 (John Anderson Highway). Access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection. Access to Veranda Bay East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the PUD is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mix, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using creative and flexible concepts in site planning

than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Veranda Bay

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 234 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *377DU's = 784 persons

Source:

<https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223>

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Veranda Bay Population = **6451 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 16,200 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations)

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Veranda Bay Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 377 units * 2.08 persons per unit = 784

Proposed potable water demand = 784 persons * 125 GPCD

Proposed potable water demand = 98,020 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 8222 persons * 125 GPCD

Total Projected Potable Water Demand = 1,027,750 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Veranda Bay is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 16,200 * .10 GPD/SQFT

Proposed non-residential water demand = 1,620 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Veranda Bay Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 377 units * 248 GPD/unit

Proposed wastewater demand = 93,496 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD

Existing non-residential wastewater demand = 243 acres * 2000 GPD

Existing non-residential wastewater demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT

Proposed non-residential wastewater demand = 16,200 SQFT * .10 GPD

Proposed non-residential wastewater demand = 16,200 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 109,496 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit

Existing solid waste demand = 3576 * 7.7 lbs./per day/unit

Existing solid waste demand = 27,535 LBS/Per Day

Veranda Bay Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit

Proposed solid waste demand = 377 * 7.7 lbs. per day/unit

Proposed solid waste demand = 2903 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Veranda Bay Proposed Non-Residential Solid Waste Demand

Proposed solid waste demand = SQ FT * 0.01 LBS/per day

Proposed solid waste demand = 16,200 SQFT * 0.01 LBS/per day
Proposed solid waste demand = 162 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intraacoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 234+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

A Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The report identified specific segments within the study area to determine the total traffic volume on each study area segment. The project is examined in one, five (5) year period (2025-2030). Tracts/Parcels A1, B, C, E and M are being annexed into the City of Flagler Beach.

The study area is a 2.5-mile radius surrounding the Subject property. The following segments were studied:

- Segment 1: SR 100 (Moody Boulevard) from Colbert Lane to Tuscany Boulevard
- Segment 2: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
- Segment 3: SR 100 (Moody Boulevard) from SR A1A to CR 201 (John Anderson Highway)
- Segment 4: SR A1A from S 14th Street to Ocean Marina Drive
- Segment 5: Colbert Lane from Roberts Road to SR 100 (Moody Boulevard)
- Segment 6: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
- Segment 7: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
 - Commercial: 160,000 SQ FT
 - Marina: 80 wet/ 200 dry
 - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Veranda Bay Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030).

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to

planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source: 2024 Student Generation Analysis PDF (resources.finalsite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quad-plexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.

Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax: \$999,530,156
Commercial Property Tax: \$17,850,979

School Impact Fee: \$12,265,864
Flagler Beach Impact Fees: \$336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Veranda Bay property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Veranda Bay Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in 2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (*Pinus clausa*).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliotii*), sand pine, southern magnolia (*Magnolia grandifolia*), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua*). Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Celtis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*Ilex vomitoria*), wax

myrtle (*Myrica cerifera*), greenbriar (*Smilax spp.*), and bracken fern (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (*Pinus elliottii*). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (*Lyonia ferrigunea*), gallberry (*flex glabra*), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in the in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatum*), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves (*Avicenia germinans*) and red mangroves (*Rhizophora mangle*).

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm (*Ulmus americana*), red maple (*Acer rubrum*), and cabbage palm (*Sabal palmetto*). The understory is dominated by saw palmetto, shiny lyonia (*Lyonia lucida*), dahoon holly (*flex cassine*), wax myrtle, buttonbush (*Cephalanthes occidentalis*), sawgrass (*Cladium jamaicense*), swamp fern (*Blechnum serrulatum*), royal fern (*Osmunda regalis*), Virginia chain fern (*Woodwardia virginica*), and cinnamon fern (*Osmunda cinnamomea*).

Wetland Mixed Forest - Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow (*Salix caroliniana*), saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass (*Spartina bakeri*), royal fern, swamp fern, and leather fern (*Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush (*Juncus roemerianus*), black mangrove, sand cordgrass, marsh elder (*Iva frutescens*), sawgrass, saltwort (*Batis maritima*), and glasswort (*Salicornia spp.*).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	<i>Corvus brachyrhynchos</i>	No
	Northern cardinal	<i>Cardinalis cardinalis</i>	No
	Black vulture	<i>Coragyps atratus</i>	No
	Red shouldered hawk	<i>Buteo lineatus</i>	No
	Blue Jay	<i>Cyanocitta cristata</i>	No
Mammals			
	Florida Black Bear	<i>Ursus Americanus floridanus</i>	No
	Gray Squirrel	<i>Sciurus carolinensis</i>	No
	White Tailed Deer	<i>Odocoileus virginianus</i>	No
Reptiles			
	Gopher Tortoise	<i>Gopherus polyphemus</i>	Yes
	Diamondback rattlesnake	<i>Crotalus adamanteus</i>	No
	Cottonmouth	<i>Agkistrodon piscivorus</i>	No
	Southern black racer	<i>Coluber constrictor</i>	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services.
- b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 - The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 - The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 - The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master

Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

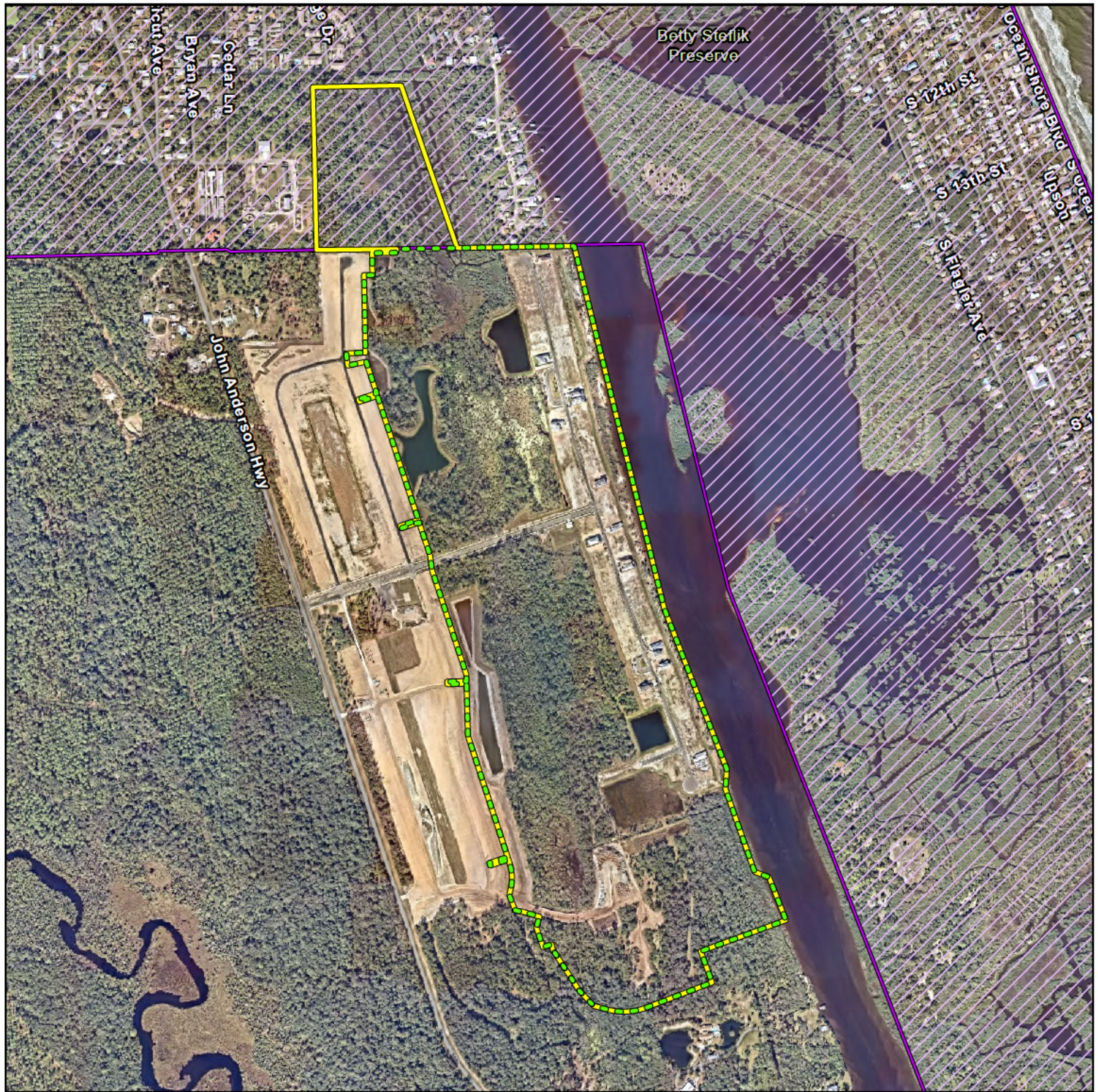
The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan, and SB 180, and recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and approve the limiting site specific policy text amendment.

Exhibits –Maps

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County

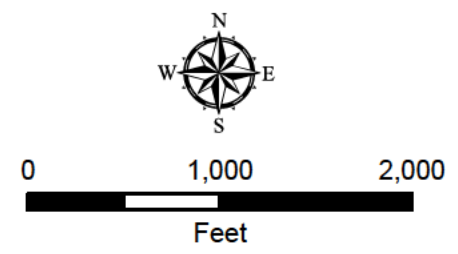


Veranda Bay

Aerial

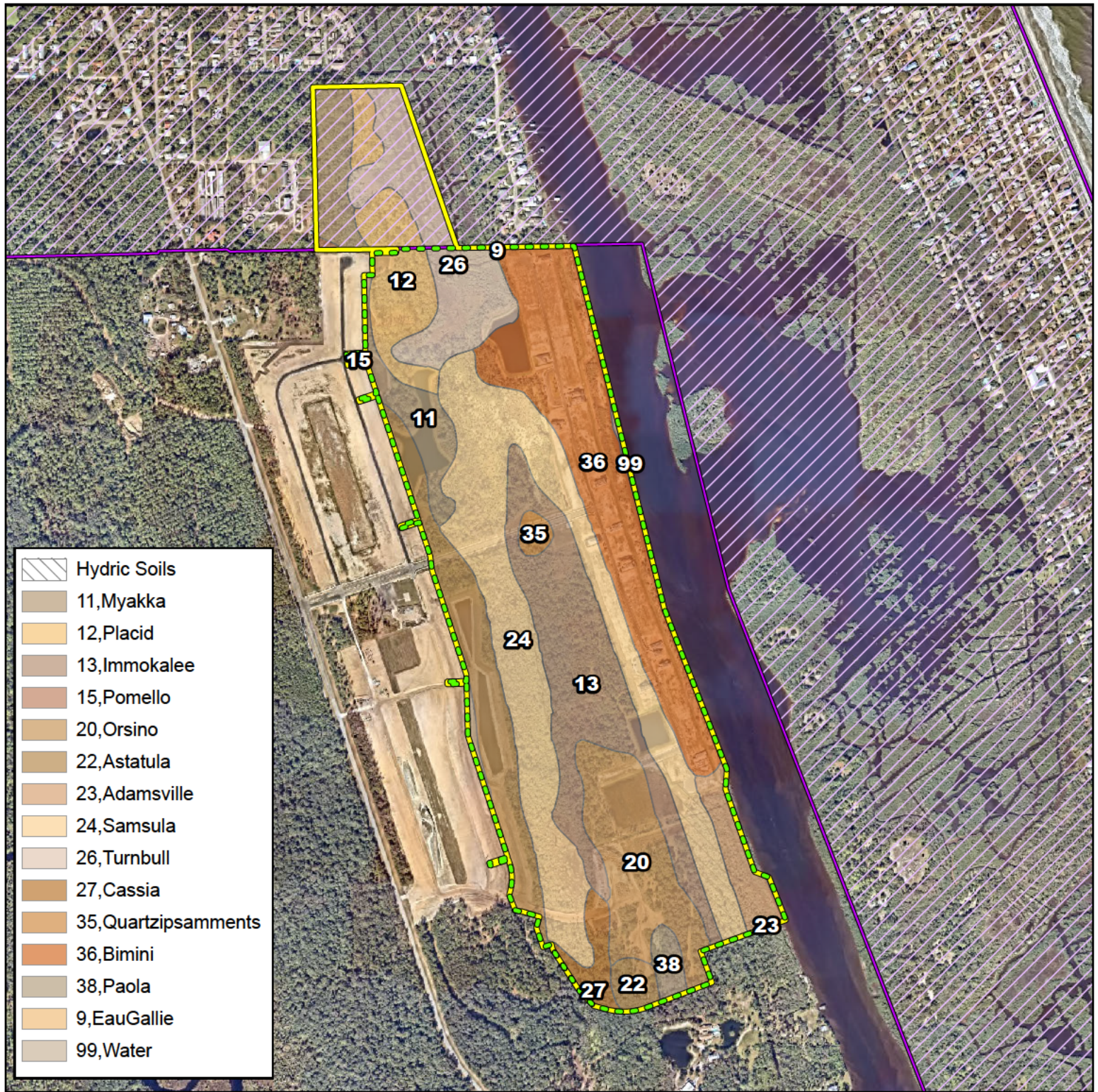
Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits



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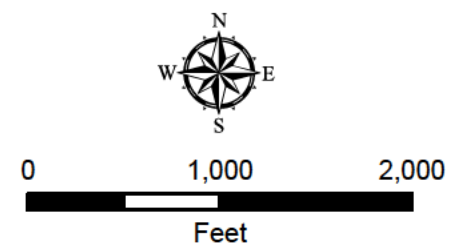


Veranda Bay

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits



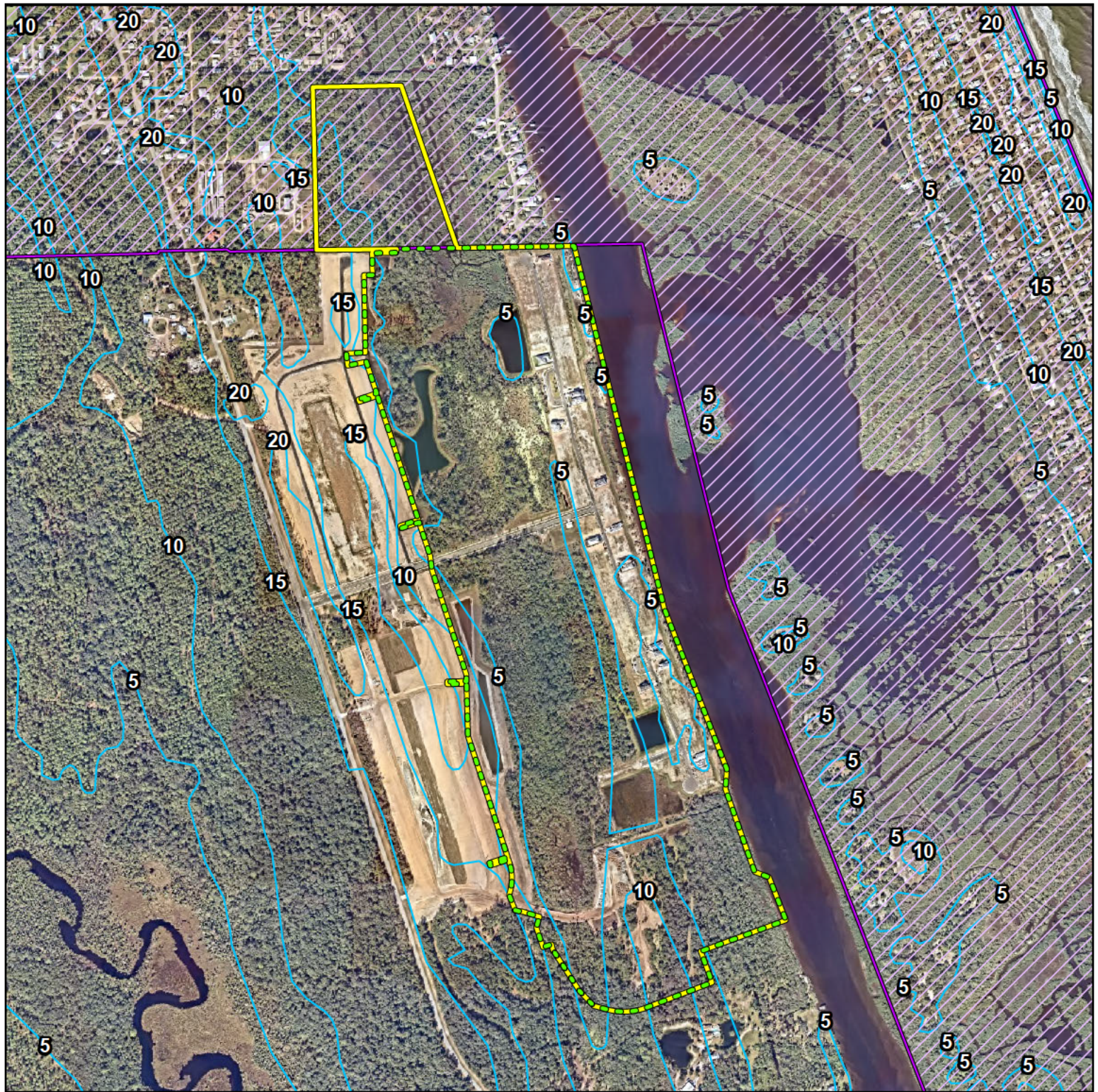
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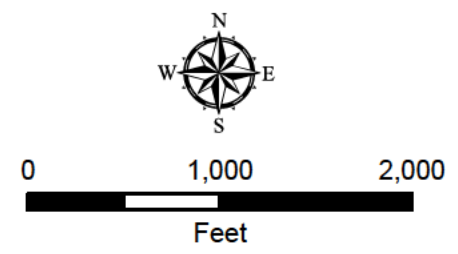


Veranda Bay

Topography

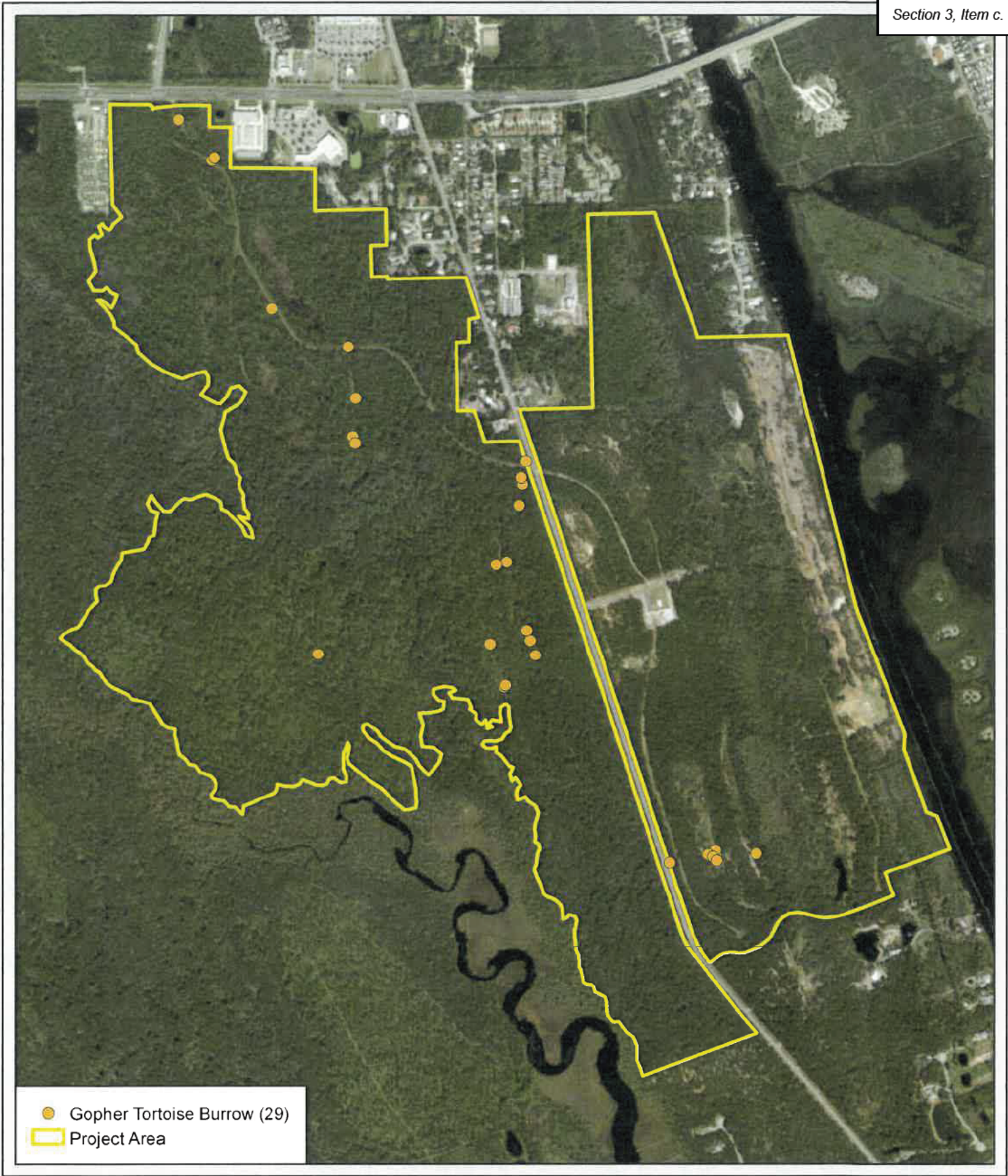
Source: ETM, Flagler County, USGS, Esri, Neamap

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- Flagler County 5ft Contours



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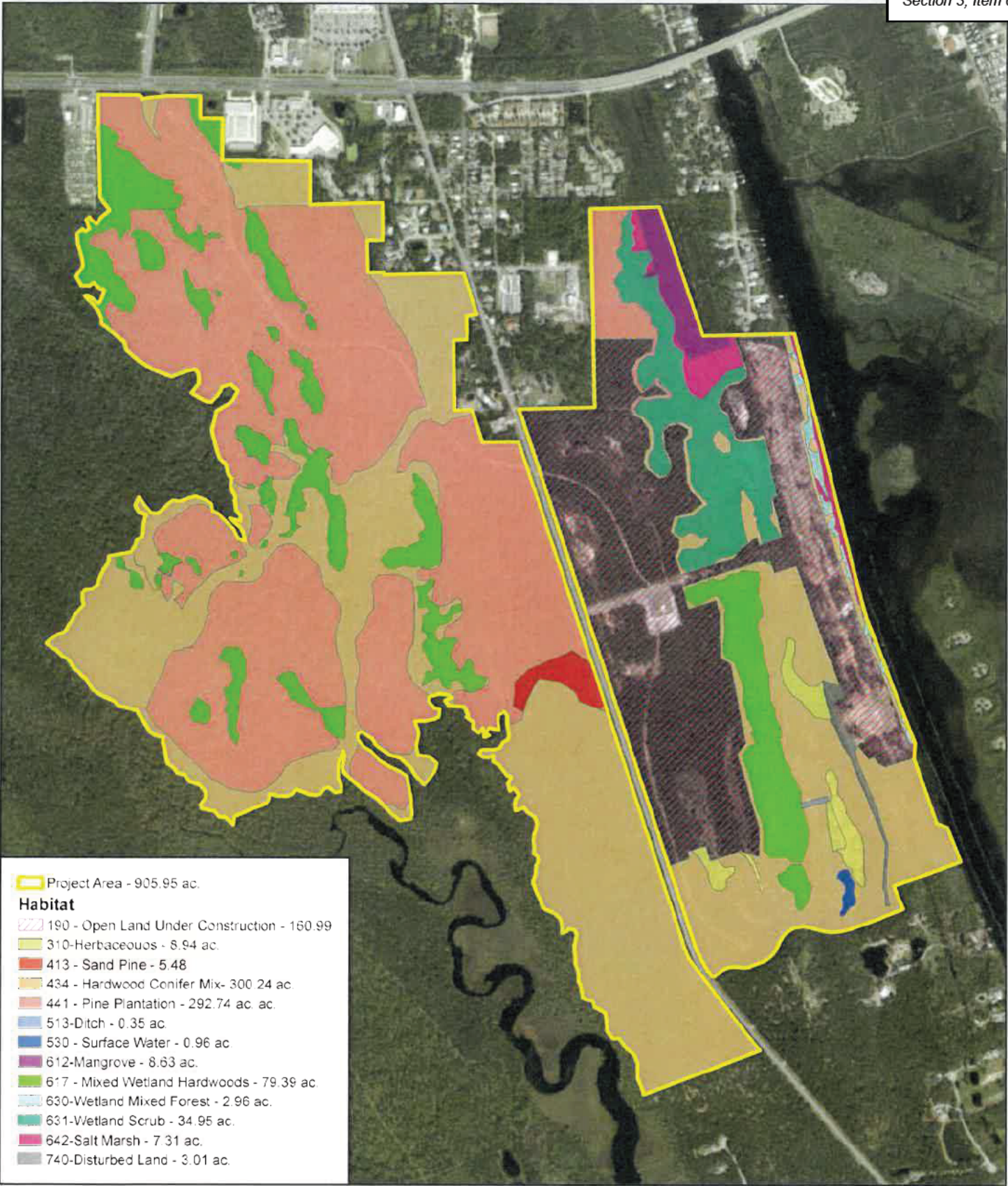


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Date: 5-23-24

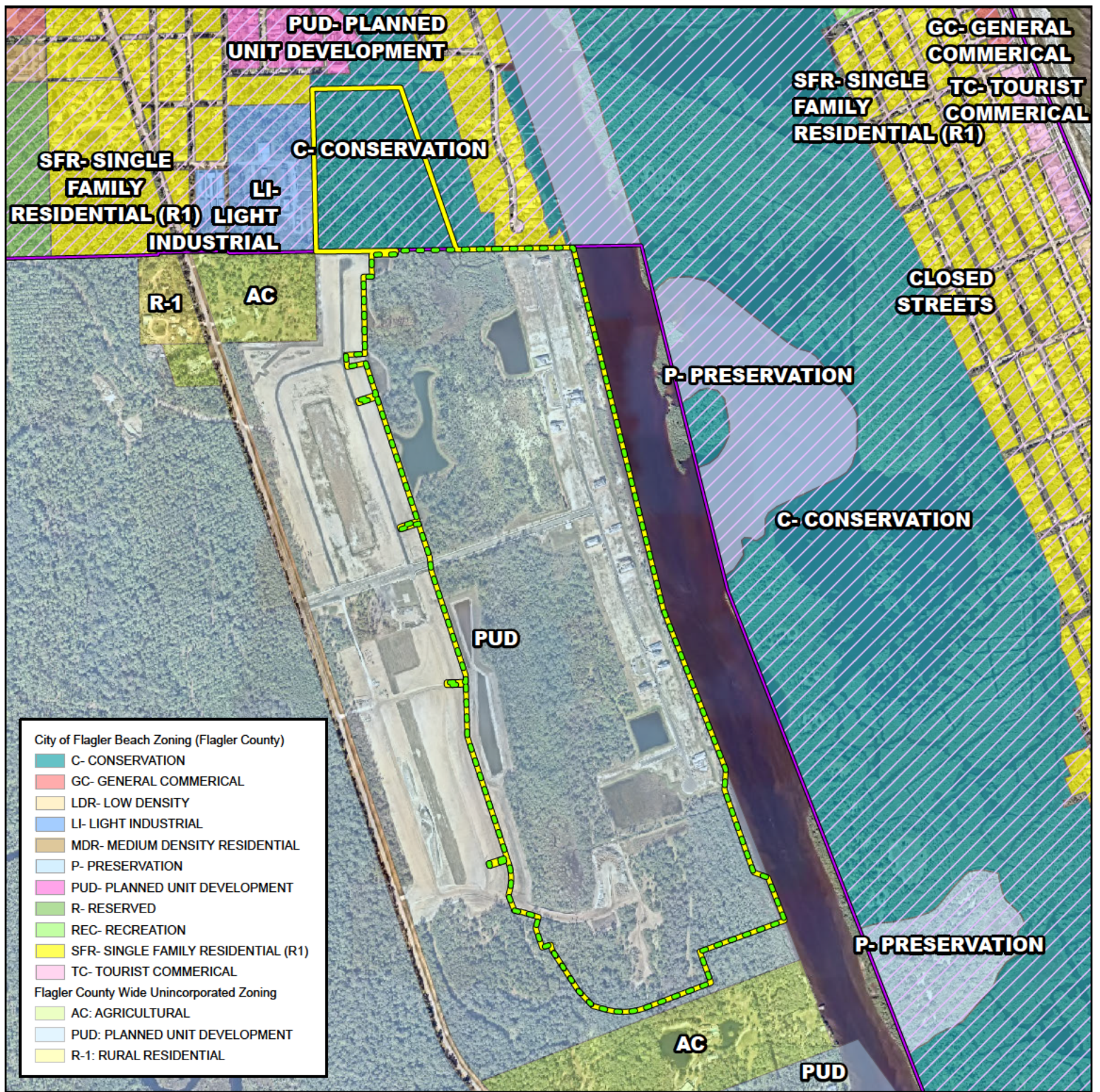
0 600 1,200
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Habitat Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECOLOGICALSERVICES.COM
904-347-9133 | jody@atlanticecologicalservices.com
201 Basque Rd | St. Augustine, FL 32084

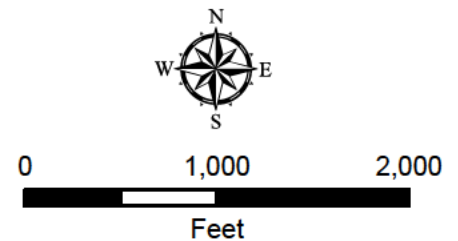


Veranda Bay

Zoning

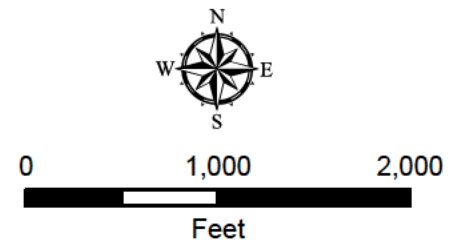
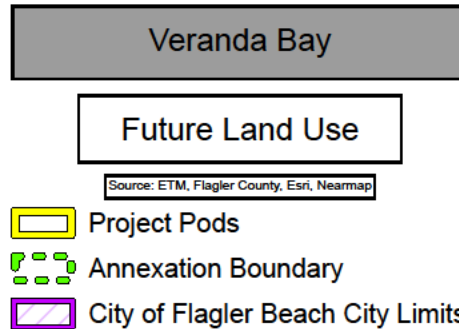
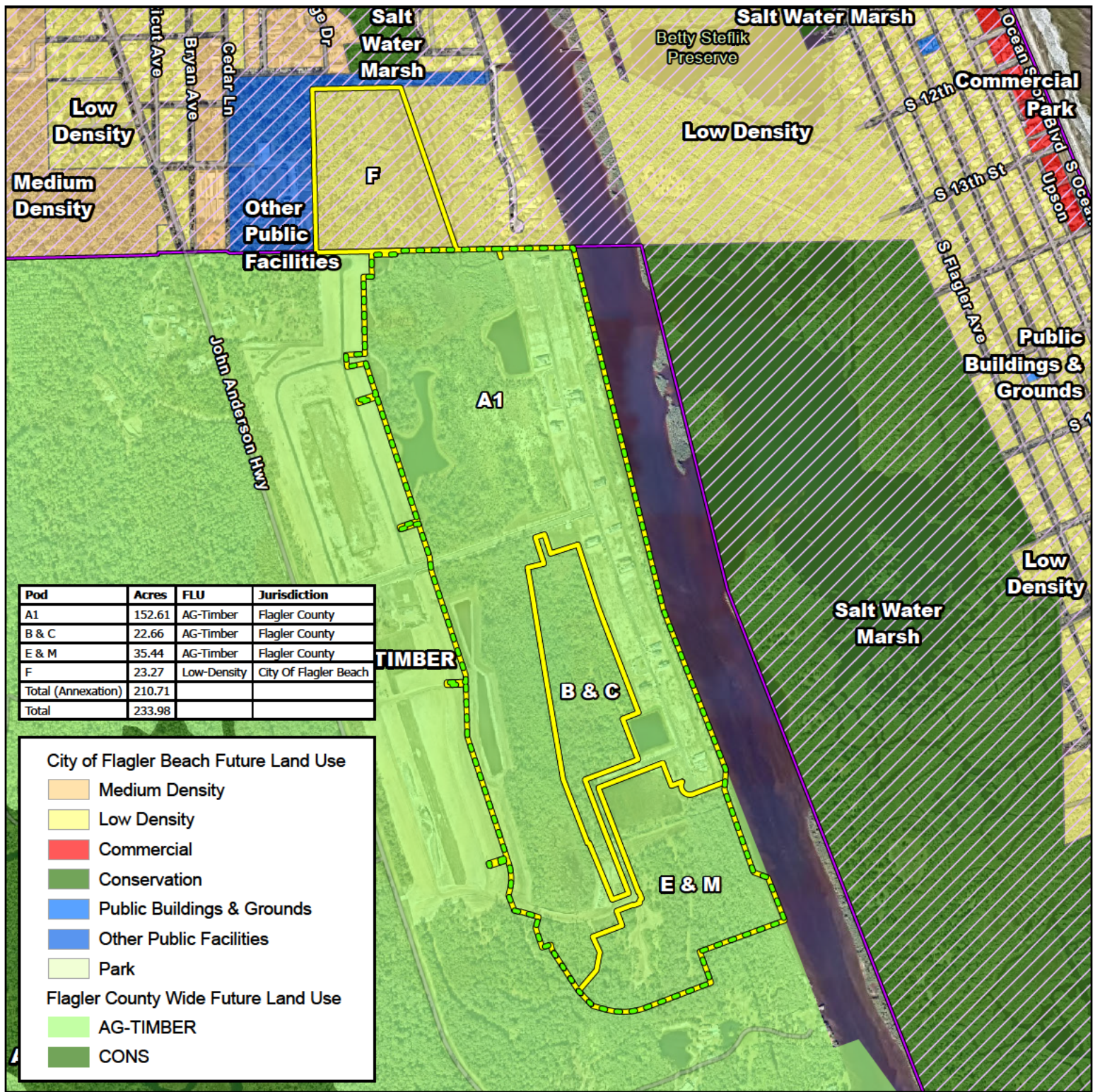
Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
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**ORDINANCE 2025-23
VERANDA BAY COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0001**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 9, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 233.92 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

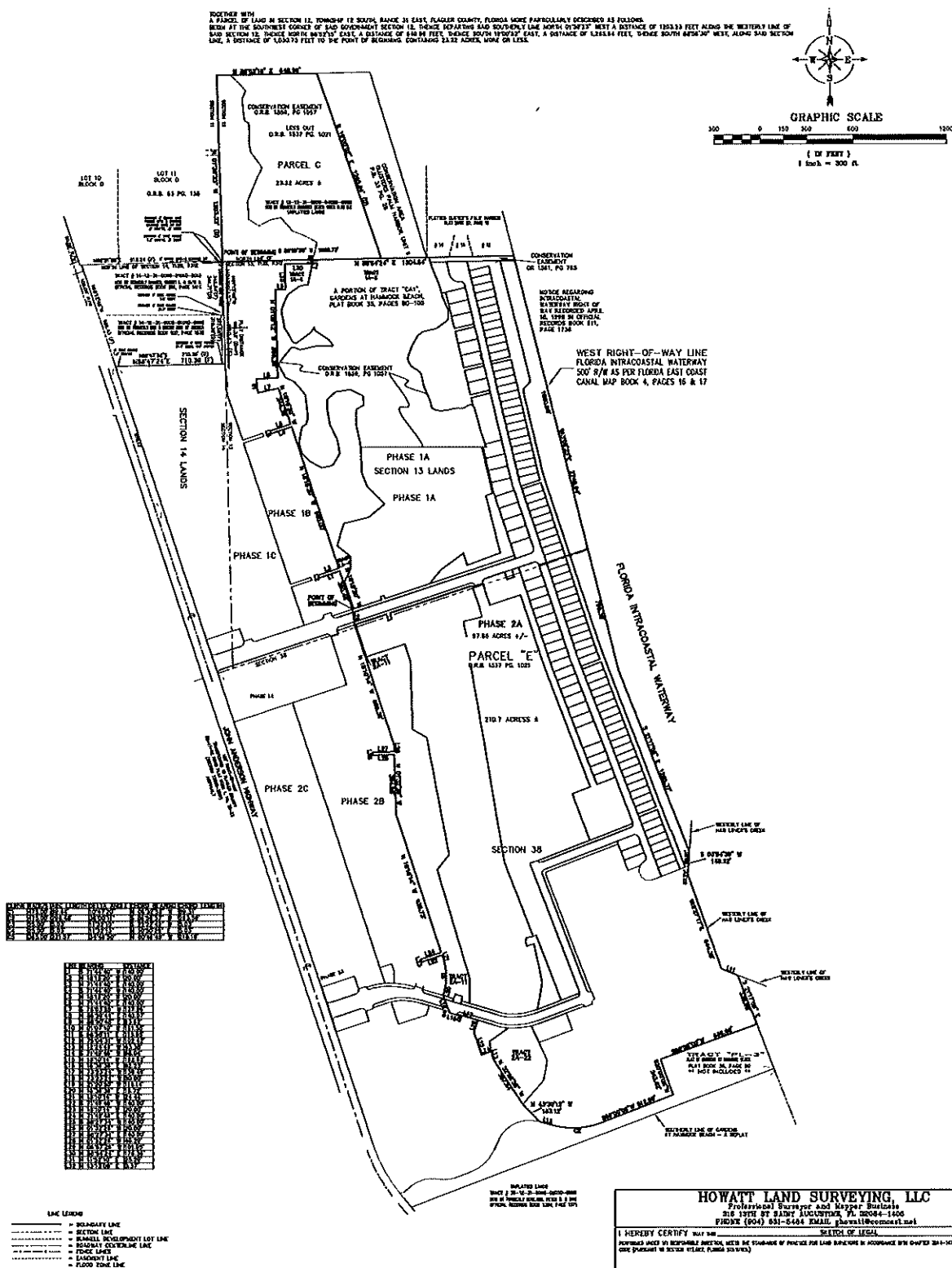
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

[illegible]

TOGETHER WITH
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHWESTLY LINE NORTH 0°45'37" WEST A DISTANCE OF 1253.33 FEET ALONG THE WESTERLY LINE OF
SAID SECTION 12, THENCE NORTH 89°52'15" EAST, A DISTANCE OF 848.00 FEET, THENCE SOUTH 89°52'15" EAST, A DISTANCE OF 1,245.84 FEET, THENCE SOUTH 6°58'30" WEST, ALONG SAID SECTION
LINE, A DISTANCE OF 1,043.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 33.32 ACRES, MORE OR LESS.



HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
216 13TH ST SADDY AUGUSTINE, FL 32084-1406
PHONE (904) 831-5484 EMAIL shewatt@comcast.net

I HEREBY CERTIFY THAT THE _____ IS A TRUE AND CORRECT COPY OF THE _____

PERFORMED UNDER THE RESPONSIBLE SUPERVISION OF THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 284-F-07, F.A. ADMINISTRATION OF PROFESSIONAL REGULATION IN SECTION 284.07(2)(F), F.A. ADMINISTRATION.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

SURVEYED MAY 27, 2025 BL. & MOBILE, REDSTONE LAKE ELEVATION 11.4, PG. 474
LEGEND: BROWN SHADY 400

STAMP TAKEN IN EAST RIGHT OF WAY OF JOHN AMOSSON HIGHWAY PER DEC

FIELD BOOK NO. DATA PAGES COLLECTED LIT. IN FILE WORK SHEET NO.

COMPUTER FILE NAME: 040111N THE GARDEN OF EDEN BCK: 1" = 300' FILE NO: 040111N

Page

Age

EXHIBIT C

Veranda Bay (“Property”) Comprehensive Plan Text Amendment

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No. 2025-25. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.99 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agricultural, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 305 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-317-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-317-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 317-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 300 S. Daytona Ave.

Location Map



Sep. 25

25-00351F



BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PFLUMA25-0001

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☒ LARGE SCALE FUTURE LAND USE AMENDMENT
☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT
☐ REZONE |
| ☒ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE**
☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.		COMPANY: Chiumento Law, PLLC
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900		EMAIL: Michael3@legalteamforlife.com

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: ETM
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296		EMAIL: HagaL@etminc.com

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411		EMAIL: kenbelshe@yahoo.com

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC



William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

[Signature]
Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA

COUNTY OF CONNER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC (property owner),
☐ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced
_____ as identification, and who executed the foregoing instrument and
sworn an oath on this 16th day of July, 20 25.



Tracey A. Benavides
Notary Public



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☒ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____
Fee Paid: \$ _____ Date Received: _____
Employee Accepting Application (print name): _____
Rejected Date: _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name; _____

Section; _____ Block(s); _____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chimento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chimento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen, Jr.

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this 16th day of July 2025 by William G. Allen, Jr. individual submitted by ☒ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides

(SEAL)

Signature of Notary Public, State of Florida



EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

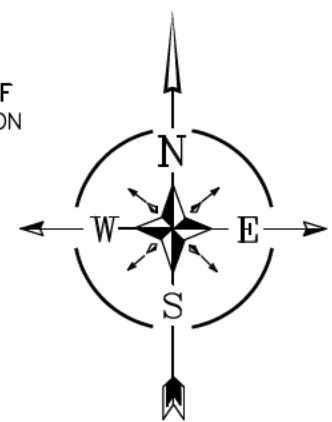
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

[illegible]

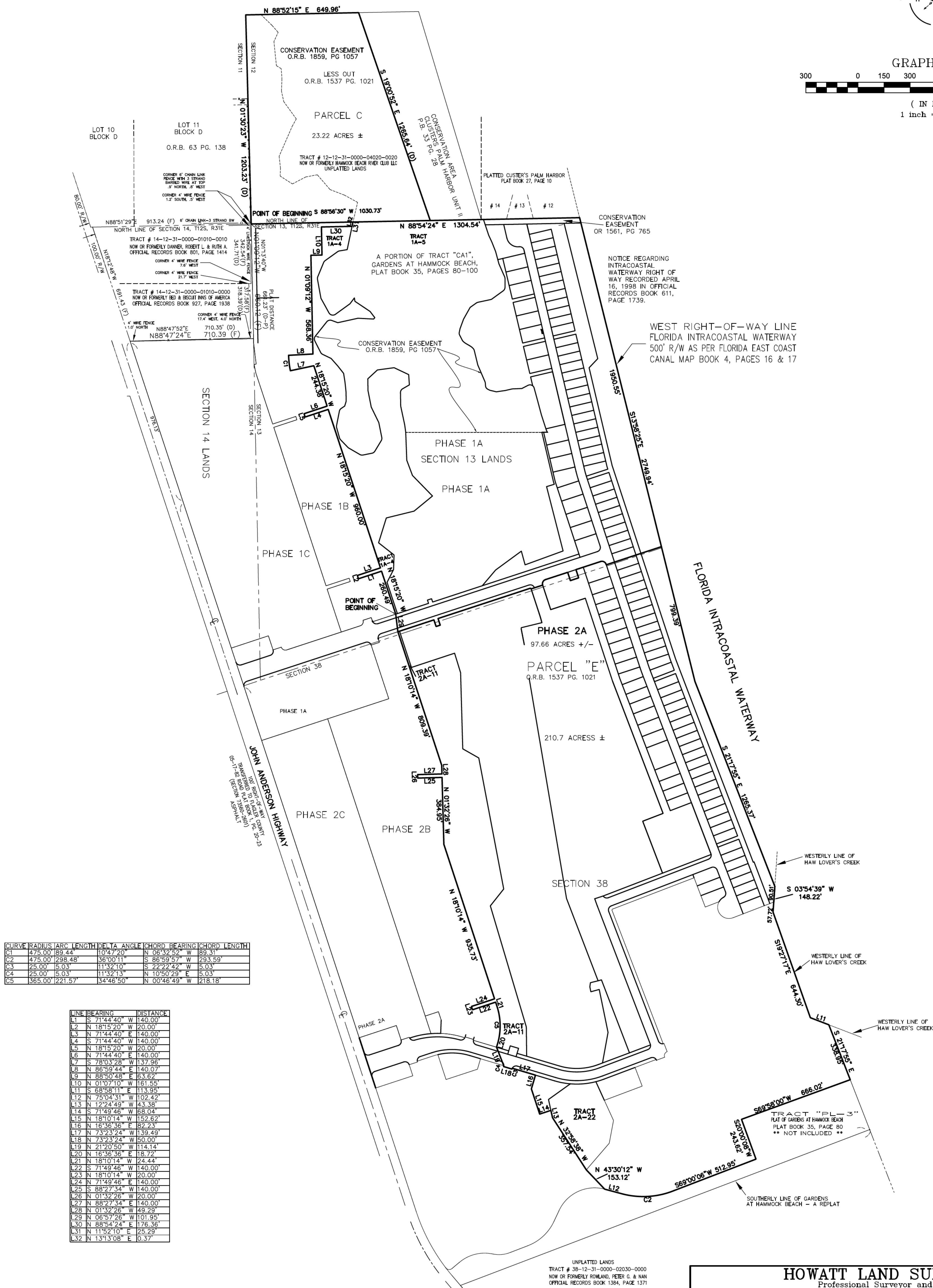
TOGETHER WITH
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.56 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION



GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	475.00'	89.44'	10°47'20"	N 06°32'52" W	89.31'
C2	475.00'	298.48'	36°00'11"	S 86°59'57" W	293.59'
C3	25.00'	5.03'	11°32'10"	S 22°22'42" W	5.03'
C4	25.00'	5.03'	11°32'13"	N 10°50'29" E	5.03'
C5	365.00'	221.57'	34°46'50"	N 00°46'49" W	218.18'

L	BEARING	DISTANCE
L1	S 71°44' 40" W	140.00'
L2	N 18°15' 20" W	20.00'
L3	S 71°44' 40" W	140.00'
L4	S 71°44' 40" W	140.00'
L5	N 18°15' 20" W	20.00'
L6	N 71°44' 40" E	140.00'
L7	N 87°03' 28" E	140.00'
L8	N 87°03' 28" E	140.00'
L9	N 88°50' 48" E	63.62'
L10	N 10°17' 10" W	161.55'
L11	N 68°58' 11" E	113.35'
L12	N 68°58' 11" E	113.35'
L13	N 12°24' 49" W	43.38'
L14	S 71°49' 46" W	68.04'
L15	N 18°10' 14" W	156.62'
L16	N 16°36' 36" E	82.22'
L17	N 16°36' 36" E	82.22'
L18	S 73°22' 24" W	110.04'
L19	N 21°20' 50" W	50.14'
L20	N 16°36' 36" E	18.72'
L21	N 18°10' 14" W	24.44'
L22	N 18°10' 14" W	24.44'
L23	N 18°10' 14" W	20.00'
L24	N 71°49' 46" W	20.00'
L25	S 88°27' 34" W	140.00'
L26	N 10°32' 26" W	140.00'
L27	N 10°32' 26" W	140.00'
L28	N 10°32' 26" W	49.29'
L29	N 06°57' 26" W	101.95'
L30	N 88°54' 24" E	176.36'
L31	N 88°54' 24" E	176.36'
L32	N 13°13' 08" E	0.32'

LINE LEGEND

- _____ = BOUNDARY LINE
 - - - - - = SECTION LINE
 - - - - - = BUNNELL DEVELOPMENT LOT LINE
 - - - - - = ROADWAY CENTERLINE LINE
 - o - x - = FENCE LINES
 - - - - - = EASEMENT LINE
 - - - - - = FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC

Professional Surveyor and Mapper Business
116 13TH ST SAINT AUGUSTINE, FL 32084-1401
PHONE (904) 631-5484 EMAIL ghowatt@comcast

I HEREBY CERTIFY THAT THIS SKETCH OF LEGAL SURVEY,
PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, FLA. ADMINISTRATIVE
CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED MAY 27, 2025 GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 8488

FIELD BOOK NO.: DATA, PAGE(S) COLLECTED LEGAL: IN FILE WORK ORDER NO.: _____
COMPUTER FILE NAME: 040118B THE GARDENS.DWG SCALE: 1" = 300' FILE NO.: 040118



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading).

Background:

The Planning & Architectural Review Board will review the item at its October 7, 2025, meeting. The City Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The City of Flagler Beach is in receipt of a request to amend the official zoning map for approximately 234+/- acres generally located along the east and west of John Anderson Highway, directly south of State Road 100, amending zoning from the Flagler County designation Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential and rezoning to Master Planned Development (MPD). The applicant request to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns with and is in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, and SB 180.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission approve the Master Planned Development Agreement (MPDA) for Veranda Bay, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the city can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Ordinance Rezoning VB
2. BIS 2025-24 VB
3. 2025-23 and 2025-24 Affidavit

**ORDINANCE 2025-24
VERANDA BAY REZONING
APPLICATION NO. PRZ25-0001**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING
MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN
REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 234 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Veranda Bay Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the 9th day of October 2025.

ADOPTED on Second Reading after due public notice and public hearing this 13th day of November, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

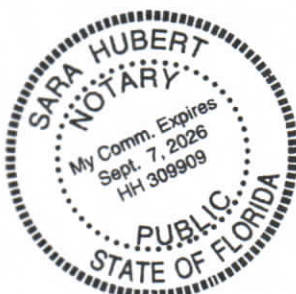
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No. 2025-25. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.99 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agricultural, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 305 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-317-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-317-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 317-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 300 S. Daytona Ave.

Location Map



Sep. 25

25-00351F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PRZ 25-0001 Ordinance 2025-24 (Veranda Bay MPDA). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official zoning map designation for approximately 234 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.

Background:

The City of Flagler Beach is in receipt of a request to amend the official zoning map for approximately 234+/- acres generally located along the east and west of John Anderson Highway, directly south of State Road 100, amending zoning from the Flagler County designation Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential and rezoning to Master Planned Development (MPD). The applicant request to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns with and is in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, and SB 180.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends the Planning and Architectural Review Board (PARB) recommend to the City Commission to approve the Master Planned Development Agreement (MPDA) for Veranda Bay, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code and that the city can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Updated 10062025 Item 7d Ordinance 2025-24 Veranda Bay MPDA Rezone Staff Report
2. Ordinance 2025-24 Veranda Bay Rezone & MPD Agreement_FINAL DRAFT
3. Application Rezone for submittal

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Applicant: Michael Chiumento
Property: 234 +/- acres located west of John Anderson and south of SR 100 Veranda Bay
Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Veranda Bay.
Date: September 29, 2025

Applicant requests 234 +/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 234+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

VERANDA BAY MARINA		
Acres	POD	FLUM
153 acres +/-	A1	Low Density
23 acres +/-	B & C	Low Density
35 acres +/-	E & M	Mixed-Use, Marina, Low Density, Commercial
23.27 acres +/-	F	Low Density
TOTAL 234 Acres		

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Veranda Bay.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Veranda Bay Marina Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **including a marina and amenities**.

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA VERANDA BAY MARINA

Mixed-Use Development 234 Acres

- (a) The Project
- (b) Veranda Bay Marina is a mixed-use, low-density development providing for commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F;*
- Veranda Bay Marina 377 DU
 - 1.6 units per acre gross residential development
 - 3 units an acre per pod
- Marina Village
 - 16,200 SQFT Commercial
- Open Space
 - Minimum of forty percent (40%)

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

- (a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,

- (b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
- (c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
A1	Low Density Single-Family Residential (SFR) Units	122	units	Q4	2022	Q4	2030
B	Low Density Residential Units, Townhomes, Condos or Single Family	58	units	Q4	2026	Q4	2030
C	Low Density Residential Units, Townhomes, Condos or Single Family	45	units	Q4	2027	Q4	2030
E	Multi-Family Condos	152	units	Q4	2026	Q4	2030
	Yacht Club - Commercial	16,200	sq. ft.	Q4	2025	Q4	2030
M	Marina / Yacht Basin	12	Acres	Q4	2025	Q4	2030

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

- (1) modifications to the maximum building height (35') nor
- (2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Commercial or Private Marina
- Ship Store
- Fueling Station
- Personal and Professional Services
- Retail
- Restaurants
- Farmers Markets
- Mooring Docks
- Water Taxi
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Marina Basin
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Veranda Bay Marina Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILITY COMMITMENTS

Pg. 10 of 47 MPDA

- (a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.
- (b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant’s sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:
 - (1) Private Improvements:
 - a. Parking areas
 - b. Utilities
 - c. Master stormwater system
 - d. Sidewalks
 - e. Lighting
 - f. Recreational facilities
 - g. Perimeter buffer
 - h. Landscaping
 - i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown’s impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5’ sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City’s site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

- a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

- b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

- c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

- d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

- e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

- f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
- a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
 - b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
 - c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
 - i. Native materials to be used most as possible.
 - ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
 - iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
 - iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
 - v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. LIST OF DISTINCT TREES and add to DEFINITION page 16 line 8
 - vi. Distinct Tree Mitigation Fee \$25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed \$4000. page 16 line 18

John Anderson Highway Buffer

- (g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

- (h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

- (i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire hydrants shall be shown on all construction documents, technical site plans, and plats. The Project

shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

- (j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

- (k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

- (l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

- (m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

- (n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

- (o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

- (p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

- (i) participate in the FDEP Clean Marina program, and
- (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.

Age Restriction

- (q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

- (r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings*	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height**	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City's existing *Commercial Architectural Design Standards* that are governed by the City's LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles a include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.~~

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. *City DISCLOSURE

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

- (i) the existing community development district,
- (ii) a property owners association or
- (iii) other entity accepted by the LUA.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT
RESOLUTION

SECTION 17. NOTICES

SECTION 18. SEVERABILITY

SECTION 19. SUCCESSORS AND ASSIGNS.

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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SECTION 25. ATTORNEYS' FEES

SECTION 26. FORCE MAJEURE

SECTION 27. INDEMNIFICATION

SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

SECTION 29. CAPTIONS

SECTION 30. EXHIBITS

SECTION 31. INTERPRETATION

SECTION 32. FURTHER ASSURANCES

SECTION 33. COUNTERPARTS

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

**ORDINANCE 2025-24
VERANDA BAY REZONING
APPLICATION NO. PRZ25-0001**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING
MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN
REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is complaint with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 234 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Veranda Bay Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____ day of _____ 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____ day
of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.
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Palm Coast Observer
Published Weekly

Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24, entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 244 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No.

2025-24, entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN (FUTURE LAND USE MAP) DESIGNATION FOR APPROXIMATELY 244 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (S1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designations of the property from Agricultural, Conservation, and Mixed Use (High Intensity to Low Density Residential and Commercial). All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 501 S. 2ND STREET, FLAGLER BEACH, FLORIDA 32116.

PLANNING AND ARCHITECTURAL REVIEW BOARD MEETING, OCTOBER 2, 2025 AT 5:00 PM, 1ST FLOOR CITY COMMISSION TUESDAY, OCTOBER 7, 2025 AT 5:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386) 637-3000 EXT. 301.

The public hearing may be continued to a future date or dates. The time and date of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:00 PM, or as soon thereafter as possible, in the City Commission chambers located at 501 South Second Street, Flagler Beach, Florida.

If a person desires to appeal any decision made with respect to any matter considered at the above referenced hearing, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons unable to participate in any of these proceedings should contact the City Clerk's Office at (386) 637-3000 Ext. 301 at least 60 days prior to the hearing. For further information about this request, please call the Planning and Building Department at (386) 637-3000 Ext. 301. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 501 S. DuSable Ave.

Location Map



Rep. 26

35-00351F

Exhibit “C”

Veranda Bay Master Planned Development Agreement

1 Michael D. Chiumento III, Esq.
2 Chiumento Law, PLLC.
3 145 City Place, Suite 301
4 Palm Coast, FL 32164
5
6

7 ----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----
8

9 **VERANDA BAY**
10 **MASTER PLANNED DEVELOPMENT AGREEMENT**
11
12

13 **THIS MASTER PLANNED DEVELOPMENT AGREEMENT** (this “Development
14 Agreement”) is made and entered into this ____ day of _____, 2025 by and between the CITY
15 OF FLAGLER BEACH, a Florida municipal corporation (the “City”), with an address at 105 S.
16 Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM
17 COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129
18 Springbank Lane, Suite 201, Charlotte, NC 28226 (“PCI” or the “Declarant”) and VERANDA BAY
19 INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda Bay”).

20 **RECITALS**
21

22 A. In 2005, Flagler County adopted Ordinance 2005-22 recorded at O.R. Book 1429,
23 Page 19, et seq., Public Records of Flagler County, Florida which rezoned and
24 approved the negotiated PUD Development Agreement (the “2005 Development
25 Agreement”) for a mixed-use development affecting approximately 1,999 acres of land.

26 B. As negotiated in the 2005 Development Agreement, the owner conveyed
27 approximately 1,100 acres of land designated as environmental lands to Flagler County
28 for the purpose of public services, preservation, conservation, and public recreation for
29 to benefit the citizens of Flagler County. In addition, the owner conveyed to the County

1 two parcels of land for a public boat ramp and for public safety. These lands conveyed
2 to the County are collectively called the “Public Land”.

3 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
4 land (the “2005 PUD Property”) is permitted to be developed as a mixed-use
5 development with a portion of its (234 acres) having been annexed into the City of
6 Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement

7 D. PCI owns vacant land totaling +/- 93 acres (the “PCI Land”) which was recently
8 annexed into the City of Flagler Beach (**Exhibit “A”**).

9 E. Subsequent to the effective date of the 2005 Development Agreement, PCI properly
10 developed and conveyed a portion of the 2005 PUD Property (the “Approved
11 Properties”; **Exhibit “A”**) to third parties for uses including but not limited to single-
12 family residential lots. The Approved Properties were recently annexed into the City of
13 Flagler Beach.

14 F. Veranda Bay owns vacant land, totaling +/- 58 acres (the “Veranda Bay Land”)
15 which was recently annexed into the City of Flagler Beach (**Exhibit “A”**).

16 G. The Declarant desires to amend the presently approved development plan for the
17 PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the
18 “Subject Property”; **Exhibit “A”**) by creating a single integrated mixed-use community
19 including a marina and amenities.

20 H. PCI has the sole authority to rezone the Subject Property as permitted by law and
21 shall be referred to hereinafter as the “Declarant”.

22 I. The City’s Comprehensive Plan shows the Subject Property, designated as Low
23 Density Residential and Commercial on its Future Land Use Map.

1 J. Based upon the finding of facts and conclusions of law, the City Commission
2 determines that this Development Agreement is consistent with the City's
3 Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR"),
4 and that the conditions, terms, restrictions, and requirements set forth herein are
5 necessary for the protection of the public health, safety, and welfare of the citizens of
6 the City.

7 K. The City Commission further finds that this Development Agreement is consistent
8 with an exercise of the City's powers under the *Municipal Home Rule Powers Act*,
9 Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166,
10 *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

11 L. This is a non-statutory Development Agreement which is not subject to or enacted
12 pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

13 M. The Parties, therefore, desire to rezone the Subject Property, making it subject to
14 this Development Agreement.

15 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and the Declarant
16 that the Declarant's rezoning application for a Master Planned Development is approved, subject
17 to the Development Agreement's following terms and conditions:

18 **SECTION 1. RECITALS.**

19 The above recitals are taken as true, incorporated herein by this reference and form a material
20 part of this Development Agreement upon which the City and the Declarant have relied.

1 **SECTION 2. REPRESENTATIONS OF DECLARANT.**

2
3 The Declarant hereby represents and warrants to the City that the Declarant is an owner or
4 authorized agent of the Subject Property in accordance with the title opinion or title certification
5 provided by the Declarant to the City issued by an attorney or title insurance company licensed to
6 provide services in the State of Florida, with said title opinion or certification showing all liens,
7 mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

8 **SECTION 3. THE PROJECT & MPD MASTER PLAN.**

9
10 (a) The Declarant shall continue to develop the Subject Property as a mixed-use
11 development generally consistent with the MPD Master Plan (**Exhibit “B”**) hereinafter referred to as
12 the “Project”.

13 (b) This Project is a mixed-use, low-density development focused on providing
14 significant Open Space, including preserved lands. The Project provides for low-density residential
15 development and a marina village. The residential uses shall include multiple types of housing
16 opportunities such as low-density residential development, medium-density multi-family uses, and
17 high-density multi-family uses; none exceeding thirty-five feet (35’) in height. The mixed-use areas
18 identified adjacent to the Intracoastal Waterway (“ICW”) are intended to be developed into a
19 commercial or private marina which may include a ship store, fueling station, restaurants, retail uses,
20 or other commercial uses integrated with medium-density to high-density residential uses. The Project
21 will preserve a minimum of forty percent (40%) of the Project’s area as Open Space, which includes,
22 but is not limited to, preserved lands subject to passive recreation, conservation areas, a marina basin,
23 buffers and wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to
24 the County for (i) preservation, (ii) access to the ICW, and (iii) public safety, the Parties agree that the
25 Project benefits the entire Flagler County community, including the residents of the City of Flagler

Beach. The Project's density and intensity are provided below.

Project	234 ac.
Residential units (max.)	377 units (1.6 units/ac)
Commercial density (max.)	16,000 sq ft
Open Space	>40

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-__, adopted this Development Agreement affecting the Subject Property.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

(b) This Development Agreement (i) does not affect the entitlements, rights or

responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of the Approved Properties as provided in the 2005 Development Agreement and the Approvals as defined by City of Flagler Beach Ordinance 2025- (the “Pre-Annexation Agreement”).

(c) The development of the Project has commenced, satisfies all timing or phasing requirements by the City’s Comprehensive Plan and LDR, and is therefore deemed to be ongoing. Absent written notice from the Declarant to the City abandoning the Project or terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise agreed to by the parties.

(e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0PL30-0000) previously dedicated to the County, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD

MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change (“Minor Modifications”) and shall be approved by the City Manager or its designee (the “Land Use Administrator” or “LUA”) during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject

Property, provided that: (1) the maximum building height and maximum number of residential units permitted are not exceeded or (2) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) or (2) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract, as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
A-1	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
E	Mixed Use	Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR
F	Residential	SFR and Private Amenity.
M	Mixed Use	Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina

(a) **SFR:** The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units

1 permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be permitted to
2 construct docks in any configuration designated by the Declarant, subject only to State and Federal
3 permitting requirements.

4 (b) Town House: This use permits two or more attached or shared wall single- family
5 units. Town House may include fee-simple or condominium ownership models. Town House units
6 may be constructed with one car garages, so long as minimum parking standards are met. In addition,
7 duplex homes under single ownership are permitted.

8 (c) Multi-family: The purpose of multi-family use is to provide areas for attached
9 housing, and medium-density to high-density apartments or condominiums. These uses also allow
10 for assisted living or nursing homes.

11 (d) Commercial: This use is to provide areas for general commercial, and office uses
12 to meet the community-wide demand for retail, services, business, and employment opportunities.
13 Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being
14 amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial
15 uses may also include residential uses to establish mixed-use neighborhood nodes consistent with
16 Section 16, below or as provided in Section 6(e).

17 (e) Mixed-Use: This use supports economic development by providing a specific,
18 defined location where multiple opportunities for working, shopping, entertainment, lodging, and
19 living are provided. Recognizing that Tracts may include both commercial and residential uses, the
20 mixed-use allows development to integrate commercial use with or adjacent to residential (attached
21 or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide
22 commercial uses on the first floor with residential above.

23 (f) Conservation: This use allows areas within the Project to generally remain in their

1 natural vegetative state upon which development may proceed with restrictions. The uses
2 permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation
3 areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use
4 designation shall be permitted on any Tract despite not being designated in the table above.

5 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
6
7 **INTERCONNECTIVITY.**
8

9 (a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic
10 circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access
11 to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The
12 City, but not the general public, shall be granted access at all times to all private roadways to ensure
13 that public safety is maintained.

14 (b) During the subsequent design and development stage of the Project, the Declarant
15 shall coordinate with the Flagler County School District for a school bus stop location.

16 (c) Vehicular and pedestrian access from the Project to Palm Drive shall be expressly
17 prohibited.

18 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**
19

20 The development of the Project shall proceed in accordance with the terms of this
21 Development Agreement. In the event of a conflict between the terms of this Development
22 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail.
23 In the event of an inconsistency or conflict between the terms of this Development Agreement and
24 the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific
25 requirements are not contained in this Development Agreement, the LDR shall apply to the extent
26 that it does not conflict with the provisions of this Development Agreement or the general intent of

1 the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and
2 any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion,
3 to comply with such change to the LDR.

4 **SECTION 9. FACILITY COMMITMENTS.**

5 (a) Unless provided elsewhere in this Development Agreement or other Agreement, the
6 Declarant agrees that the City is not responsible for the construction or creation of public facilities or
7 capacity to facilitate the development within the Subject Property. As a material inducement for
8 entering into this Agreement, the City represents and warrants that it presently has and shall maintain
9 potable water and wastewater capacity for the Project, each of which is estimated to be 111,000
10 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject
11 to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity
12 for the Project, and if such reservation cannot be immediately satisfied by the City when requested
13 by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection
14 from the City, construct private services or obtain such services from other providers including
15 adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into
16 consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee.
17 Additionally, the City discloses the upcoming Parking Plan Assessment and hereby disclose it has yet to
18 assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

19 (b) Private & Public Improvements: The Declarant agrees to construct the
20 following on-site improvements at the Declarant's sole and exclusive expense as a condition of this
21 Development Agreement, and in addition to the payment of all impact fees relating to the
22 development of the Subject Property, unless otherwise provided for herein:
23

24 i. Private Improvements: The parking areas, utilities, master stormwater

1 system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping.

2 ii. The Declarant agrees that the City has shown an essential nexus between a
3 legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees that
4 all proposed conditions are roughly proportional to the impact the development will have upon the
5 public, based upon an individualized determination by the City that the required conditions are related
6 in both nature and extent to the impacts of the proposed Project.

7 iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*,
8 Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

9 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
10 integrated system of sidewalks to ensure that pedestrians maintain access to all uses, so long as such
11 is reasonable and practicable. The Declarant shall require homeowners to construct community
12 sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may
13 be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in
14 other areas of the Project, as permissible for the purpose of providing recreational opportunities,
15 connectivity, and open space.

16 (d) Stormwater System: The Declarant shall be responsible for designing, permitting,
17 constructing, and maintaining the means of conveyance of stormwater runoff within the Project
18 including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that
19 are necessary to convey and treat stormwater runoff (the “Stormwater System”), as generally depicted
20 on **Exhibit “C”**. This is graphical in nature, subject to change and intended to only provide a
21 conceptual model subject to final permitting including but not limited to the City’s preliminary plat
22 approvals.

23 (e) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
24

1 including the public boating facility land to Flagler County, and (ii) the active and passive recreational
2 obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's
3 Comprehensive Plan and the City's recreational level of service.

4 In addition to the above, the Declarant shall dedicate or cause to be conveyed to the City: (i)
5 a two (2) acre park site with direct access to John Anderson Highway. The parties may mutually agree
6 in writing to the Declarant's design, permitting, and construction of improvements on the
7 aforementioned City park site. In the event such an agreement requires the Declarant to make
8 improvements to the park site, the Declarant shall be entitled to receive City park impact fee credits
9 for the costs of such park improvements.

10 (f) Community Development Districts: The City agrees and acknowledges that
11 the Annexed Property is subject to the Gardens at Hammock Beach Community Development District,
12 Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by
13 Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District
14 pursuant to State law. The City agrees to execute all documents that may be necessary or take any
15 action necessary to transfer the local government jurisdiction to the City, to the extent such may be
16 necessary. The City agrees and acknowledges that it will, in good faith, assist the Declarant, at
17 Declarant's sole discretion, to amend the District's existing boundaries.

18 **SECTION 10. DEVELOPMENT STANDARDS.**
19

20 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless
21 provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be
22 approved by the LUA. The calculation of minimum parking space requirements for the development
23 of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot,
24 so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the

1 Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant
2 provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak
3 hour parking demands and sufficient parking will be provided as required by the LDR. The
4 calculation of minimum parking space requirements for the development of any Tract may be
5 determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-
6 family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

7 (b) Open Space: Minimum open space shall be forty percent (40%) of the Project in its
8 entirety, with a minimum of 42 acres (*17% of the Project*) being dedicated as conservation. Tracts
9 may be developed with less open space, so long as the aforementioned requirement for the Project is
10 maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be
11 approved by the Land Use Administrator. Open space shall be maintained by either the Community
12 Development District, a property owners association, a mutually agreeable conservation easement, or
13 other method satisfactory to the Declarant. Based on the obligations of this Development Agreement
14 and the prior conveyance of the Public Lands, the City's open space requirements provided in its
15 Comprehensive Plan, LDR, and other regulations are satisfied.

16 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, wastewater
17 and reuse improvements being served by the City to the City, pursuant to the City's standard utility
18 agreement. The City shall not charge fees to a community development district or a property owners
19 association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii)
20 for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not
21 require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City
22 issues a building permit for a residential or non-residential structure.

23 (d) Transportation: The Parties accept the traffic study performed by Chindalur
24

1 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are incorporated
2 herein by reference. Notwithstanding, the Declarant shall be obligated to comply with the Florida
3 Department of Transportation requirements for its impacts to SR100. As for impacts to John Anderson
4 Highway, the Declarant shall construct improvements as may be provided in the Transportation Study
5 and as depicted on the MPD Master Plan (“Traffic Improvements”) at such time as deemed necessary
6 in the Transportation Study. The Declarant shall be obligated for all costs of design, permitting, and
7 construction of all required Traffic Improvements identified in the Transportation Study. The Project
8 shall be deemed vested and no additional off-site transportation improvements shall be required by the
9 Declarant.

10 (e) Drainage: The Declarant shall construct and maintain a stormwater
11 management system that provides treatment and attenuation as required by St. Johns River Water
12 Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches shall be
13 designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities
14 shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to
15 a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal
16 agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact
17 satisfies all City requirements, including but not limited to the City’s Comprehensive Plan. As
18 provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with
19 Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall
20 adopt and require construction standards for residential homes to have a finished floor elevation at or
21 above the FEMA 100-year floodplain elevation.
22

23 (f) Landscaping, Tree and Vegetation Protection: For any future development, the
24 Declarant shall cause the recording of an encumbrance or easement on its property adjacent to John

1 Anderson Highway ensuring that the buffer along John Anderson Highway is 100 ft in average width
2 along the eastern side of the right of way.

3 All other landscaping design and requirements shall comply with those standards provided in
4 **Exhibit “D”**, which may be amended from time to time. No potable water shall be used for irrigation
5 after sufficient stormwater or reclaimed water capacity becomes available for the entire Project.
6 Efforts to preserve and enhance the Project’s design will be achieved by the Declarant, through
7 adjustments of building, parking, roadway, and stormwater locations and through supplemental
8 landscaping that will blend with the natural look yet carefully accentuate the residential areas,
9 entrances, and other common spaces. General landscaping around parking lots, roadways, entrances,
10 residential and commercial buildings, and other common areas will be landscaped. Native plant
11 materials may be used when possible. Within future residential common areas, fifty percent (50%) of
12 the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise
13 vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise Florida
14 Landscapes, the Florida Native Plant Society’s list of native landscape plants for Flagler County, A
15 Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable guidelines prepared by the
16 Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife
17 Conservation Commission or Florida Department of Environmental Protection. All ornamental
18 landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan
19 shall allow for further refinement of site development and landscaping.

20 The Declarant shall require (i) three (3) shade trees for each future single-family detached lot.
21 Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed
22 by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously
23 conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as

1 provided in Section 10(b) above, (iii) the Declarant's commitment herein to require three (3) shade
2 trees for each single-family detached lot, (iv) the Declarant's commitment herein to incorporate
3 drought-tolerant vegetation and (v) the Declarant's commitment to a significant investment in a reuse
4 water distribution system, the removal of trees and vegetation shall be allowed to the extent the
5 removal of such is necessary as solely determined by the Declarant, to provide infrastructure,
6 stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation
7 removal shall be required as provided in the paragraph below.

8 During the platting process of individual tracts, the Declarant shall provide the City a tree survey
9 depicting the location of viable specimen trees within the tract being platted as defined by the City's
10 LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees").
11 The Declarant shall make efforts to protect Distinct Trees as part of its design and development of
12 individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees,
13 the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City
14 a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as
15 twenty-five dollars (\$25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation
16 Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the
17 above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not
18 exceed four thousand dollars (\$4,000.00). Diseased or dying trees, as certified by a licensed arborist,
19 may be removed by the Declarant and exempt from mitigation as provided in this section.

20 All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may
21 be removed without mitigation or permit.

22 A Community Development District, Property Owners Association, or Homeowners
23 Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until

1 sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state
2 or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual
3 single-family lots.

4 (g) John Anderson Buffer. For any future development, the Declarant shall cause the
5 recording of an encumbrance or easement on its property adjacent to John Anderson Highway
6 ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width
7 along the eastern side of the right of way.

8 (h) Lighting: For all future development phases, lighting, including but not limited to all
9 pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply
10 with the LDR, unless otherwise agreed to by the LUA.

11 (i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre
12 parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.
13 Fire protection requirements for the Project will be met through a system of fire hydrants installed on
14 the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall
15 be shown on all construction documents, technical site plans, or preliminary plats. The Project shall
16 comply with the City's fire protection requirements. The City will provide fire protection services to
17 the Project in accordance with established local response agreements.

18 (j) Utilities: The Declarant shall be responsible for any costs associated with the
19 extension of City utilities to the Subject Property that may be required to serve this Project.

20 (k) Interconnectivity and Access: All units within the Project shall be interconnected
21 by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall
22 provide and maintain the minimum number of access drives onto John Anderson Highway, as
23 generally depicted on the MPD Master Plan.

1 (l) Wetland Protection and Management:

2
3 (i) Purpose and Intent

4
5 The purpose of this section is to provide protection, maintenance, enhancement, and
6 sustainable utilization of wetlands and associated upland buffers within the Project in a manner that
7 reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best
8 environmental practices. This approach balances ecological sustainability with efficient land
9 development, promoting no net loss of wetland functions while allowing for practical site design.
10 Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic
11 values, consistent with oversight from agencies such as the SJRWMD and FDEP.

12 (ii) Wetland Identification and Survey

13
14 All wetlands within the MPD shall be identified using the methodology outlined in the
15 Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal
16 marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside
17 ditches, conveyance swales, utility-related drainage features, and stormwater management systems
18 are exempt from these regulations.

19 Wetland delineations shall be conducted by a qualified Florida environmental
20 professional, and boundaries shall be surveyed by a Florida registered land surveyor, including
21 topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required
22 upland buffer boundary. This information shall be incorporated into all subdivision plats, and
23 development applications submitted for approval.

24 (iii) Allowed Activities and Development in Wetlands and Buffers

1 To facilitate reasonable development while preserving wetland integrity, the following
2 activities are permitted within wetlands and required upland buffers, provided they do not result in
3 adverse impacts to wetland functions:

4 • Authorized wetland restoration, enhancement, monitoring, or mitigation
5 activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers
6 (ACOE).

7 • Elevated walkways, paths, nature trails, hiking trails, or walking paths not
8 exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
9 natural materials, or open grid systems.

10 • Minor drainage structures such as swales or outfall pipes.

11 • Pruning or planting of suitable native vegetation, including removal of exotic
12 and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant
13 List).

14 • Manual clearing with hand tools of vegetation on single parcels, maintaining
15 ecological functions like wildlife habitat and nutrient filtration.

16 • Bona fide agricultural, fire control, silviculture, and mosquito control activities
17 following best management practices from relevant state agencies.

18 • Utility facilities, including crossings, easements, or rights-of-way for service
19 provision.

20 • Custodial maintenance of stormwater management systems.

21 • Driveway installations for single-family units in existing subdivisions where
22 wetland crossings are the only access point, maintaining hydrologic connections and using
23 best management practices.

1 • Activities qualifying for de minimis alterations under state general permits or
2 Florida Statutes.

3 • Wetland impacts for access to permissible uses or linear projects, following an
4 approved alternatives analysis for avoidance and minimization, including Florida Department
5 of Transportation projects.

6 All allowed activities must comply with applicable landscaping and tree protection as
7 provided for in this Agreement.

8 (iv) Measures to Avoid or Minimize Wetland Impacts

9 Development within the Subject Property shall prioritize avoidance and minimization
10 of wetland impacts through practicable design modifications. Modifications shall not require
11 fundamental changes to project type or function, nor shall they include economically unviable or
12 technically infeasible options that endanger public safety. Stormwater management systems must not
13 cause net adverse impacts on wetland or surface water functions unless offset by appropriate
14 mitigation per state requirements.

15 An alternatives analysis shall be conducted for optimal and moderate wetlands (as
16 defined herein) to demonstrate avoidance and minimization efforts.

17 (v) Wetland Impact Review and Mitigation

18 Wetland impacts shall be categorized based on quality assessments and require the
19 following analysis and mitigation:

20

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City

		boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed and activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(vii) Lot Clearing and Development Permits

Prior to lot clearing or development, applicants shall submit:

- A survey delineating wetland and buffer lines.
- Documentation from a qualified environmental professional confirming no detriment to buffer functions.
- Plans for preserving or replanting native vegetation in buffers, as applicable.
- Clearing approvals must also comply with tree and vegetation removal guidelines provided for in this Agreement. Development permits, to the extent required, shall incorporate SJRWMD, FDEP and ACOE approvals for wetland-related activities.

(m) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet.

(ii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iii) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction but shall meet the height restrictions set forth above.

1 (iv) Entrance Features. Walls, architectural icons, water features, landforms,
2 landscaping, or other effects that announce and signify arrival are permitted for the signage on the
3 Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
4 measured from the bottom to the top of the sign copy area.

5 (v) Ground signage provided for in this section shall be permitted to be
6 constructed in the public right of way.

7 (n) Temporary Facilities/Model Homes: Temporary support facilities shall be
8 permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers
9 and real estate offices shall be transitioned into a permanent use within the Project. This time period
10 may be extended for successive periods of three (3) years by the LUA. Temporary support facility
11 approval and extension shall be processed by the LUA. The initial application for temporary support
12 facilities will be reviewed and approved by City Staff. Following City Staff approval, a building
13 permit application will be submitted to the City Building Department for review and approval.
14 Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up
15 to five (5) Model Homes can be constructed, occupied, and operated as sales centers for each Tract of
16 the Project. Sales and leasing activities shall be limited to properties located within the Project.
17 Construction and Certificates of Occupancies shall be issued consistent with the City and State rules,
18 regulations, and codes for residential structures. Model homes shall not be deemed commercial
19 activities. The City shall permit the construction of Model Homes during the development of a Tract
20 so long as a stabilized subbase of an adjacent roadway is available.

21 (o) Rental Program: Developer reserves the right to place all or any portion of the
22
23 Project's Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort
24 condominium rental programs operated by Declarant, its affiliates or any third-party rental program

1 operators approved by the Declarant. Otherwise, short-term vacation rentals shall be prohibited.

2 (p) Marina: The design, permitting and construction of the Marina located on
3 Tract M shall only be governed by permits issued by State and Federal agencies. Future operations
4 and maintenance shall be governed by City regulations to the extent they are not in conflict with State
5 or Federal laws. The City agrees that said permits shall be deemed to be consistent with the City's
6 Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i)
7 participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of
8 the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry
9 slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses
10 permitted as commercial use. However, dry slips shall be used solely for the maintenance and repair
11 of boats and not for long-term storage.

12 (q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age
13 restriction requirements or use permitted by Federal or State law.

14 (r) Accessory Uses: Typical residential accessory uses will be allowed, including but
15 not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.
16 Accessory uses and structures will be allowed in accordance with this Development Agreement,
17 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
18 the permitted or principal use of a structure. Accessory uses or structures contained within or
19 attached to the building containing the principal use shall be considered a part of the principal
20 building and not an accessory building and shall meet the same requirements for setbacks as the
21 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,
22 either attached or detached from the principal use structure, may be constructed up to a minimum
23 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a

1 swimming pool be located closer than five (5) feet from the side and rear property line. Air
2 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
3 utility service features may be located in any required side or rear yard up to a minimum two (2)
4 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
5 within the required front yard.

6 **SECTION 11. PHASING OF DEVELOPMENT.**

7 (a) The Project may be developed in multiple phases. Prior to the issuance of any permit
8 for any phase of the Project (and prior to any construction of any improvement, building, or structure
9 on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant
10 phase. Each Tract of the Project will include infrastructure to support the proposed uses, including
11 water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All
12 infrastructure necessary to support each phase that is constructed on the Subject Property shall be
13 constructed concurrently with, or prior to construction of that phase of the Project, as approved by
14 the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle
15 access and turnarounds shall be provided at all times.

16 (b) Roadways shall be constructed concurrently with development of adjacent lots to
17 ensure that contiguous roadways are available at all times prior to the issuance of any building permits
18 for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be
19 constructed adjacent to each residential lot at the time the home is constructed and prior to the
20 Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.
21 Model Homes shall be exempt from this standard until no longer being used as such at which time
22 the owner shall construct the required sidewalk.

23 (c) The City may issue permits for clearing, grading, and earthwork for portions of the

Subject Property before approving final construction plans; however, all Federal and State permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings*	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height**	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10 (r), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	60’**
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0’
Min. Bldg. Street-Side Setback	10’
Min. Bldg. Front Setback	10’
Max. Bldg. Height**	35’
Min. Bldg. Rear Setback	10’
Minimum Bldg. Setback to MPD Property Line	20’
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) **Mixed-Use Dimensional Standards:** If a mixed-use is being developed for both residential and commercial uses on the same Lot, then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) **Architecture:** All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City’s LDR.

1 **SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER**
2 **SEQUENCING.**

3
4 (a) The failure of the Development Agreement to address any specific State or Federal
5 permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying
6 with the law governing said permitting requirements, conditions, terms, or restrictions.

7 (b) All required City, County, State, or Federal permits shall be obtained prior to
8 commencement of construction. This Development Agreement is not a Preliminary Plat approval,
9 and the Declarant remains responsible for complying with all provisions of the LDR, unless provided
10 elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for
11 any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the
12 Declarant may convey a Tract by metes and bounds and without platting.

13 (c) Open burning shall be prohibited during development and property owners shall be
14 subject to the City's LDR.

15 **SECTION 14. DEVELOPMENT FEES.**

16 The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may
17 in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be
18 subject to all fees in effect at the time of permitting. Notwithstanding the above, the Declarant shall not
19 be charged impact fees for the marina wet slips or dry slips.

20 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

21
22 To ensure the long-term maintenance and control of common areas, the Declarant shall
23 dedicate such areas to (i) the existing community development district, (ii) a property owners
24 association or (iii) other entity accepted by the LUA.

1 **SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
2
3 **CONFLICT RESOLUTION.**

4
5 (a) In the event of a breach of this Agreement by either Party, the other party hereto shall
6 have all rights and remedies allowed by law, including the right to specific performance of the
7 provisions hereof.

8 (b) In the event that a dispute arises between the Parties, the City and Declarant shall
9 attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit
10 mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of
11 either party making a written request to the other. If the Parties fail to agree to a mediator, a certified
12 mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

13 **SECTION 17. NOTICES.**

14 (a) All notices required or permitted to be given under this Development Agreement
15 must be in writing and must be delivered to the City or the Declarant at its address set forth below (or
16 such other address as may be hereafter designated in writing by such party).

17 (b) Any such notice must be personally delivered, sent by certified mail, or overnight
18 courier

19 (c) Any such notice will be deemed effective when received (if sent by hand delivery
20 receipt required) or on that date which is ten (10) days after such notice is deposited in the United
21 States mail (if sent by certified mail).

22 (d) The Parties' addresses for the delivery of all such notices are as follows:

23
24 As to the City: City Manager
25 City of Flagler Beach
26 City Hall
27 105 S. 2nd Street
28 Flagler Beach, FL 32136
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1
2 As to the Declarant: Palm Coast Intracoastal, LLC
3 Attn: Kenneth Belshe
4 3129 Springbank Lane, Ste 201
5 Charlotte, NC 28226
6

7 As to Veranda Bay: Veranda Bay Investments, LLC
8 Attn: Kenneth Belshe
9 3129 Springbank Lane, Ste 201
10 Charlotte, NC 28226
11

12 With copies to: Michael D. Chiumento III, Esq.
13 Chiumento Law, PLLC
14 145 City Place, Suite 301
15 Palm Coast, FL 32164
16

17 **SECTION 18. SEVERABILITY.**

18
19 The terms and provisions of this Development Agreement are not intended to be severable,
20 unless any term or provision shall be found to be invalid or illegal, in which case the remaining
21 portions of the Development Agreement shall remain valid and binding on the Parties.

22 **SECTION 19. SUCCESSORS AND ASSIGNS.**

23
24 This Development Agreement and the terms and conditions hereof shall be binding upon and
25 inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms
26 and conditions of this Development Agreement shall similarly be binding upon the Subject Property
27 and shall run with the land and the title to the same.

28 (b) This Development Agreement touches and concerns the Subject Property.

29 (c) The Declarant has expressly covenanted and agreed to this provision and all other
30 terms and provisions of this Development Agreement.

31 **SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

32
33 (a) This Development Agreement shall be governed by and construed in accordance with
34 the laws of the State of Florida.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

(c) The Declarant shall fully comply with all applicable State, and Federal environmental regulations and all other laws of similar type or nature.

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION 21. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION 22. RECORDATION.

Upon approval by the City Commission and execution of this Development Agreement by all Parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Declarant shall pay the costs to record this Development Agreement.

SECTION 23. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

1
2 (a) Strict compliance shall be required with each and every provision of this
3 Development Agreement. The Parties agree that each has the remedy of specific performance of these
4 obligations.

5 (b) Time is of the essence to this Development Agreement, and every right or
6 responsibility required herein shall be performed within the times specified.

7 **SECTION 25. ATTORNEYS' FEES.**

8
9 In the event of any action to enforce the terms of this Development Agreement, the prevailing
10 party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred,
11 whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

12 **SECTION 26. FORCE MAJEURE.**

13
14 The Parties agree that in the event that the failure by either party to accomplish any action
15 required hereunder within a specific time period ("Time Period") constitutes a default under terms of
16 this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event
17 or condition beyond the control of such party, including, but not limited to: acts of God, acts of
18 government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots,
19 civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings
20 beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event");
21 then notwithstanding any provision of this Development Agreement to the contrary, that failure shall
22 not constitute a default under this Development Agreement and any Time Period prescribed
23 hereunder shall be extended by the amount of time that such party was unable to perform solely due
24 to the Uncontrollable Event.

25 **SECTION 27. INDEMNIFICATION.**

1 The Declarant shall indemnify and save the City harmless from and against any and all
2 damages caused solely by the Declarant's development of the Subject Property as provided in this
3 Development Agreement. This provision shall exclude any damages arising out of a third party
4 challenging this Development Agreement or any development order issued by the City affecting the
5 Subject Property as defined by State statute.

6
7 **SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT**
8
9 **AGREEMENT.**

10
11 (a) This Development Agreement shall continue to be enforceable, unless lawfully
12 terminated, notwithstanding any subsequent changes in any applicable law.

13 (b) The failure by the Declarant to perform its material obligations hereunder shall
14 constitute a default, entitling the City to pursue whatever remedies are available to it under Florida
15 law or equity, including, without limitation, an action for specific performance and/or injunctive
16 relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any
17 action or terminating this Development Agreement as a result of a default under this Development
18 Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of
19 said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to
20 the reasonable satisfaction of the City prior to the City filing an action or terminating this
21 Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable
22 period in which to cure the default, the cure period shall be extended to such cure period acceptable
23 to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial
24 notification of default. Upon the judicial termination of the Development Agreement, the Declarant
25 shall immediately be divested of all rights and privileges granted hereunder.

1 **SECTION 29. CAPTIONS.**

2
3 Sections and other captions contained in this Development Agreement are for reference
4 purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or
5 intent of this Development Agreement, or any provision hereof.

6 **SECTION 30. EXHIBITS.**

7 Each exhibit referred to and attached to this Development Agreement is an essential part of
8 this Development Agreement. The exhibits and any amendments or revisions thereto, even if not
9 physically attached hereto, shall be treated as if they are part of this Development Agreement.

10 **SECTION 31. INTERPRETATION.**

11
12 (a) The Declarant and the City agree that all words, terms and conditions contained herein
13 are to be read in concert, each with the other, and that a provision contained under one (1) heading
14 may be considered to be equally applicable under another in the interpretation of this Development
15 Agreement.

16 (b) This Development Agreement shall not be construed more strictly against either party
17 on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this
18 Development Agreement.

19
20
21
22 **SECTION 32. FURTHER ASSURANCES.**

23
24 Each party agrees to sign any other and further instruments and documents consistent herewith
25 as may be necessary and proper to give complete effect to the terms of this Development Agreement.

26 **SECTION 33. COUNTERPARTS.**

27
28 This Development Agreement may be executed in any number of counterparts, each of which

1 shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same
2 document.

3 **SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

4
5 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
6 provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This
7 Development Agreement shall not be modified or amended except by written agreement executed by
8 all Parties hereto and upon approval of the City.

9 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed a
10 waiver of any such right and shall not affect the right of such party to exercise at some future date any
11 such right or any other right it may have.

12 **SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

13
14 This Development Agreement constitutes the entire agreement between the Parties and
15 supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as
16 between the Parties relating to the subject matter of this Development Agreement.

17
18
19 *(SIGNATURES INTENTIONALLY TO NEXT PAGE)*

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

“DECLARANT”

PALM COAST INTRACOASTAL, LLC

By: _____

William G. Allen, Jr., Manager

Witness Signature

Print _____

Print Witness Name

Address: _____

Witness Signature

Print _____

Print Witness Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

WITNESSES:

“VERANDA BAY”
VERANDA BAY INVESTMENTS, LLC

By: _____
William G. Allen, Manager

Witness Signature

Print _____
Print Witness Name
Address: _____

Witness Signature

Print _____
Print Witness Name
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen,, Manager, of VERANDA BAY, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

**PALM COAST INTRACOASTAL, LLC
LEGAL DESCRIPTION**

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

**APPROVED PROPERTIES
LEGAL DESCRIPTION**

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10"

EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT "B"

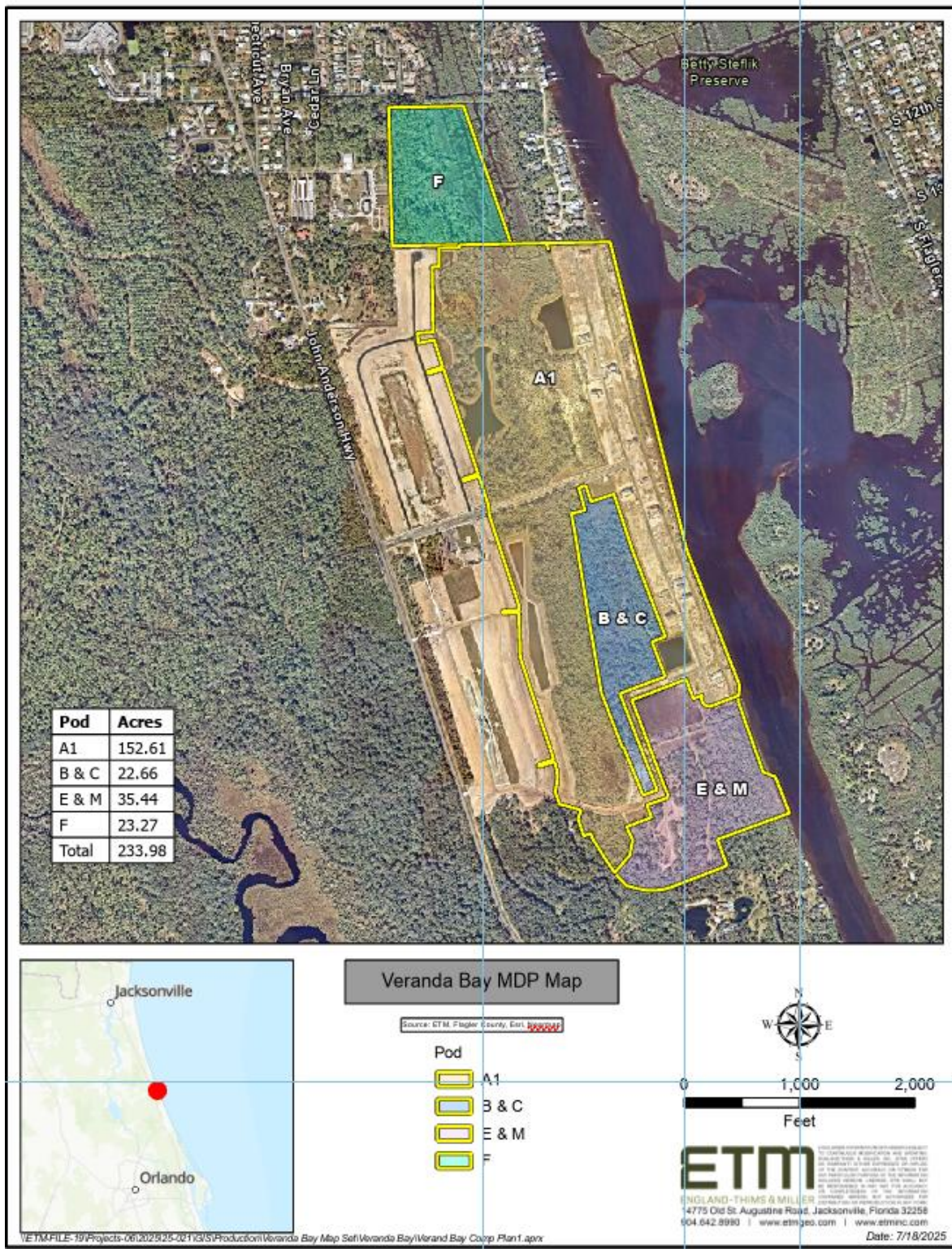
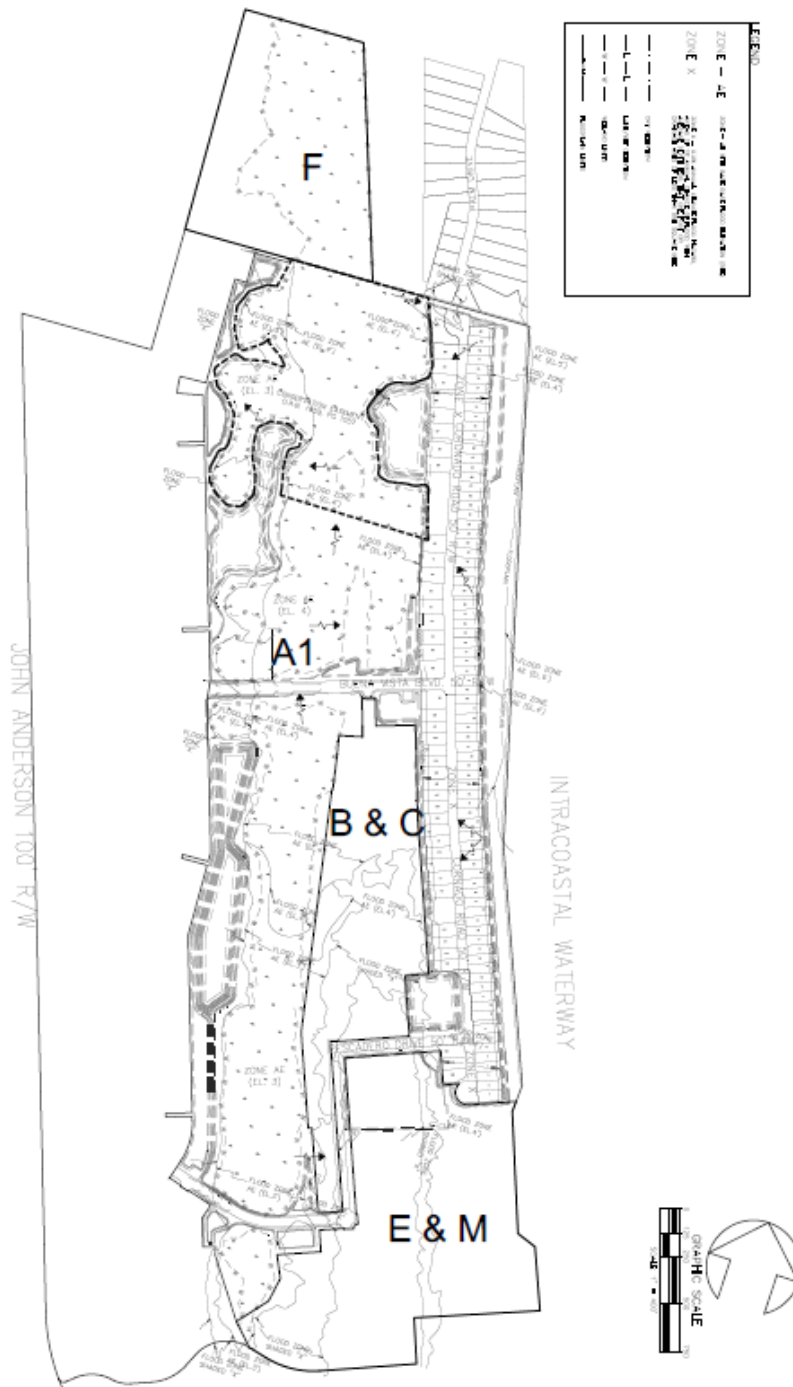


EXHIBIT "C"



78 VERANDA BAY - MPD MASTER DEVELOPMENT PLAN MPD - MASTER DRAINAGE PLAN	F VERANDA BAY - MPD MASTER DEVELOPMENT PLAN MPD - MASTER DRAINAGE PLAN	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS 1722 HUNTERS HILL ROAD, SUITE 100, HOUSTON, TEXAS 77057 TEL: 281.416.1234 FAX: 281.416.1235 WWW.PMA-INC.COM	GRAPHIC SCALE 0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'
---	---	---	---

EXHIBIT “D”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☒ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$ _____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name: _____

Section: _____ Block(s): _____ Lot(s): _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, #201 Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen, Jr.

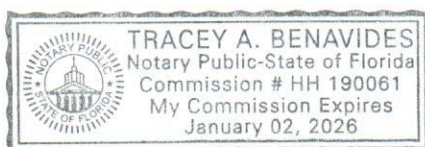
Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides

(SEAL)

Signature of Notary Public, State of Florida





BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. _____

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE** |
| ☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.		COMPANY: Chiumento Law, PLLC
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900		EMAIL: Michael3@legalteamforlife.com

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: ETM
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296		EMAIL: HagaL@etminc.com

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411		EMAIL: kenbelshe@yahoo.com

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC



William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

[Signature]
Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA

COUNTY OF CONNER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC (property owner),
☐ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced
_____ as identification, and who executed the foregoing instrument and
sworn an oath on this 16th day of July, 20 25.



Tracey A. Benavides
Notary Public

EXHIBIT "A"

VERANDA BAY APPROVED PROPERTIES

LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**VERANDA BAY
PROPERTIES OWNED BY PALM COAST INTRACOASTAL, LLC**

LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

VERANDA BAY
PROPERTIES OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A

CENTRAL ANGLE OF $90^{\circ}22'02''$; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH $24^{\circ}11'07''$ EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH $21^{\circ}21'56''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}10'11''$; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $74^{\circ}57'14''$ WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH $20^{\circ}59'54''$ WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH $24^{\circ}00'06''$ EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $69^{\circ}00'06''$ EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH $20^{\circ}54'52''$ EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH $69^{\circ}00'06''$ EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF $140^{\circ}24'30''$; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $41^{\circ}16'28''$ EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH $69^{\circ}00'58''$ EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT “B”

Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)
Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000
12-12-31-0000-04020-0020 (North of Phase 1A - with conservation)
13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation
13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)
13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)
13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)
38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD
38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)
38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)
38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)
38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)
38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)
38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)
38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)
38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)
38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)
38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)
38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT

38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)
13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)
38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)
13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.
13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)
13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)
13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)
13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)
13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT
13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT
13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.
38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)
38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)
38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)
Lots 43 through 98, Phase 1A Plat
Lots 1 through 42 and 99 through 122, Phase 2A Plat



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission

From:

Meeting Date: October 9, 2025

Item Name: Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Planning & Architectural Review Board will review the item at its October 07, 2025, meeting. The Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The Applicant requests to amend the Future Land Use Map designation for property located within the City of Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and a text amendment to voluntarily limit development to maximum of 1,640 residential units, a maximum of 640,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

N/A

Staff Recommendation:

Staff finds the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and to recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Ordinance Comp Plan Amendment ST
2. BIS 2025-25 ST
3. 2025-25 and 2025-26 Affidavit

**ORDINANCE 2025-25
SUMMERTOWN COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0002**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE
PLAN FUTURE LAND USE MAP DESIGNATION FOR
APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 7, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth

in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 544.97 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October, 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT “A”

EXHIBIT “B”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00352F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-29 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

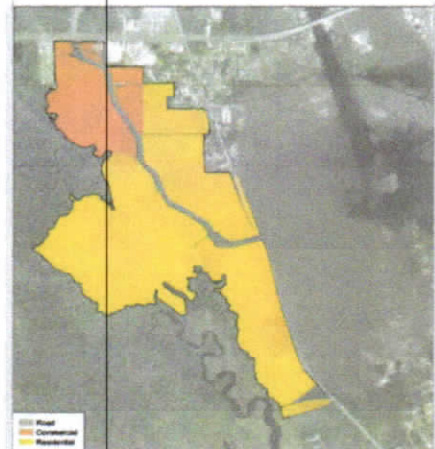
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-3000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-3000 Ext. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-3000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25

25-00352F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PFLUMA25-0002 ORDINANCE 2025-25 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; with accompanying text policy amendment to voluntarily limit development to a maximum 1,640 residential units, a maximum of 640,000 square feet of non-residential uses and a maximum of 250 hotel rooms, providing for severability; providing for conflicts; and providing for an effective date.

Background:

The Applicant requests to amend the Future Land Use Map designation for property located within the City of Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and a text amendment to voluntarily limit development to maximum of 1,640 residential units, a maximum of 640,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and to recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Summertown_FINAL
2. Ordinance Comp Plan Amendment_Summertown_FINAL DRAFT
3. ST_Application for Comp Plan for submittal



SUMMERTOWN DEVELOPMENT FINDINGS REPORT

Large-Scale Future Land Use Amendment

Prepared by

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1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Summertown Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Summertown, LLC; Palm Coast Intracoastal, LLC; and Highway 100
Commercial, LLC

1.3 Intent

The intent is to develop the property into Low Density Residential, General Commercial including a mix of residential, supporting retail, and maximum of 250 hotel rooms over a multiphase period with an anticipated 2045 buildout. Approximately 30 acres (Tract 6) are within the City of Flagler Beach and designated Medium Density Residential. Together this represents about 544 acres subject to the map amendment and site- specific text amendment.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 545 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity and Low and Medium Density (Flagler Beach designations) to the Low Density Residential (LDR), and General Commercial (GC) City of Flagler Beach designations.

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Summertown Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

The current development proposal being considered on the 545+/- acres is as follows:

Project	899.09 +/- Acres
Residential Units	1,640 units (3units/ac)
Commercial Density	840,000,000 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 545 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

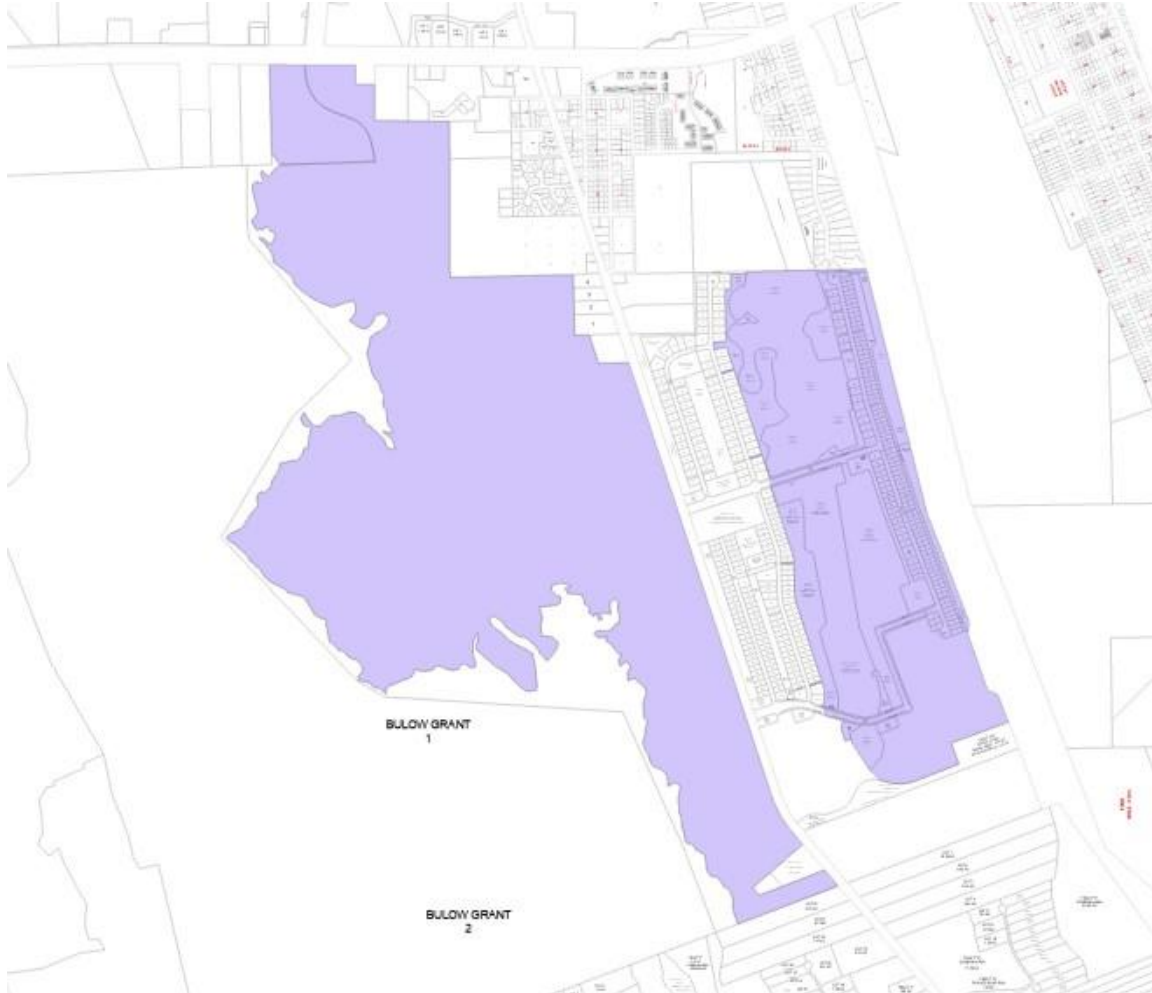
3.3 Access and Frontage

The development is on the west side John Anderson Highway, and access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection.

Access to Summertown East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the PUD is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mix, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using creative and flexible concepts in site planning than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Summertown

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 545 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *1640 DU's =
3411 persons

Source:

<https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223>

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Summertown Population = **9078 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 840,000 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations)

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Summertown Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 1640 units * 2.08 persons per unit = 3411

Proposed potable water demand = 3411 persons * 125 GPCD

Proposed potable water demand = 426,375 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 10,849 persons * 125 GPCD

Total Projected Potable Water Demand = 1356,125 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Summertown Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Summertown is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 840,000 * .10 GPD/SQFT

Proposed non-residential water demand = 84,000 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Summertown Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 1640 units * 248 GPD/unit

Proposed wastewater demand = 406,720 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD

Existing non-residential wastewater demand = 243 acres * 2000 GPD

Existing non-residential wastewater demand = 486,000 GPD

Summertown Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT

Proposed non-residential wastewater demand = 840,000 SQFT * .10 GPD

Proposed non-residential wastewater demand = 84,000 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 490,720 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit

Existing solid waste demand = 3576 * 7.7 lbs./per day/unit

Existing solid waste demand = 27,535 LBS/Per Day

Summertown Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit

Proposed solid waste demand = 1640 * 7.7 lbs. per day/unit

Proposed solid waste demand = 12,628 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Summertown Proposed Non-Residential Solid Waste Demand

Proposed solid waste demand = SQ FT * 0.01 LBS/per day

Proposed solid waste demand = 840,000 SQFT * 0.01 LBS/per day

Proposed solid waste demand = 84,000 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intracoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 545+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

The development at buildout is anticipated to generate 43,971 gross daily, 1,511 net AM peak, and 2,838 net PM peak trips. Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The roadway segments evaluated within the study are shown listed below:

- Segment 1: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
- Segment 2: SR 100 (Moody Boulevard) from S Flagler to CR 201 (John Anderson Highway)
- Segment 3: SR 100 (Moody Boulevard) from SR A1A to S Flagler
- Segment 4: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane
- Segment 5: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
- Segment 6: Colbert Lane Extension (new road) from SR 100 (Moody Boulevard) to 2-Lane Section
- Segment 7: Colbert Lane Extension (new road) from 4-lane Section to CR 201 (John Anderson Highway)

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
 - Commercial: 160,000 SQ FT
 - Marina: 80 wet/ 200 dry
 - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Summertown Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030). The development will provide a new internal roadway connecting SR 100 (Moody Boulevard) to CR 201 (John Anderson Highway). The roadway will service both residential and commercial therefore, adding two (2) new roadway segments as follows:

- Segment 6: Colbert Lane Extension from SR 100 (Moody Boulevard) to Residential (2-lane)
- Segment 7: Colbert Lane Extension from Commercial (4-lane) to CR 201 (John Anderson Highway)

Phase Year 2030 roadway segment capacity analysis for the PMPH shows Phased Year 2030 PM Peak Hour Volume and LOS. The analysis reveals that the roadway segments are anticipated to continue operating at a LOS C or better. No mitigation anticipated to be required by the development at this phase buildout.

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source: 2024 Student Generation Analysis PDF (resources.flaglersite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quadplexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a

fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax:	\$999,530,156
Commercial Property Tax:	\$17,850,979
School Impact Fee:	\$12,265,864
Flagler Beach Impact Fees:	\$336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Summertown property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Summertown Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in

2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (*Pinus clausa*).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliotii*), sand pine, southern magnolia (*Magnolia grandifolia*), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua*). Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Celtis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*Ilex vomitoria*), wax myrtle (*Myrica cerifera*), greenbriar (*Smilax spp.*), and bracken fern (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (*Pinus elliotii*). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (*Lyonia ferrigunea*), gallberry (*Ilex glabra*), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatum*), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves (*Avicenia germinans*) and red mangroves (*Rhizophora mangle*).

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm (*Ulmus americana*), red maple (*Acer rubrum*), and cabbage palm (*Sabal palmetto*). The understory is dominated by saw palmetto, shiny lyonia (*Lyonia lucida*), dahoon holly (*Ilex cassine*), wax myrtle, buttonbush (*Cephalanthes occidentalis*), sawgrass (*Cladium jamaicense*), swamp fern (*Blechnum serrulatum*), royal fern (*Osmunda regalis*), Virginia chain fern (*Woodwardia virginica*), and cinnamon fern (*Osmunda cinnamomea*).

Wetland Mixed Forest - Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow (*Salix caroliniana*), saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass (*Spartina bakeri*), royal fem, swamp fem, and leather fem (*Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush (*Juncus roemerianus*), black mangrove, sand cordgrass, marsh elder (*Iva frutescens*), sawgrass, saltwort (*Batis maritima*), and glasswort (*Salicornia* spp.).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	<i>Corvus brachyrhynchos</i>	No
	Northern cardinal	<i>Cardinalis cardinalis</i>	No
	Black vulture	<i>Coragyps atratus</i>	No
	Red shouldered hawk	<i>Buteo lineatus</i>	No
	Blue Jay	<i>Cyanocitta cristata</i>	No
Mammals			
	Florida Black Bear	<i>Ursus Americanus floridanus</i>	No
	Gray Squirrel	<i>Sciurus carolinensis</i>	No
	White Tailed Deer	<i>Odocoileus virginianus</i>	No
Reptiles			
	Gopher Tortoise	<i>Gopherus polyphemus</i>	Yes
	Diamondback rattlesnake	<i>Crotalus adamanteus</i>	No
	Cottonmouth	<i>Agkistrodon piscivorus</i>	No
	Southern black racer	<i>Coluber constrictor</i>	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services.
- b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy

H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 - The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 - The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 - The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) consistent

with the Comprehensive Plan and recommend to the City Commission to approve the FLUM amendment from unincorporated land use designations of Agriculture, Conservation, and Mixed Use: High Intensity to the City of Flagler Beach land use designations of Low Density Residential and General Commercial.

Exhibits – Developer’s FLUM Application, Maps, and Exhibits.

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County

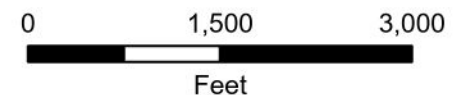


Summertown

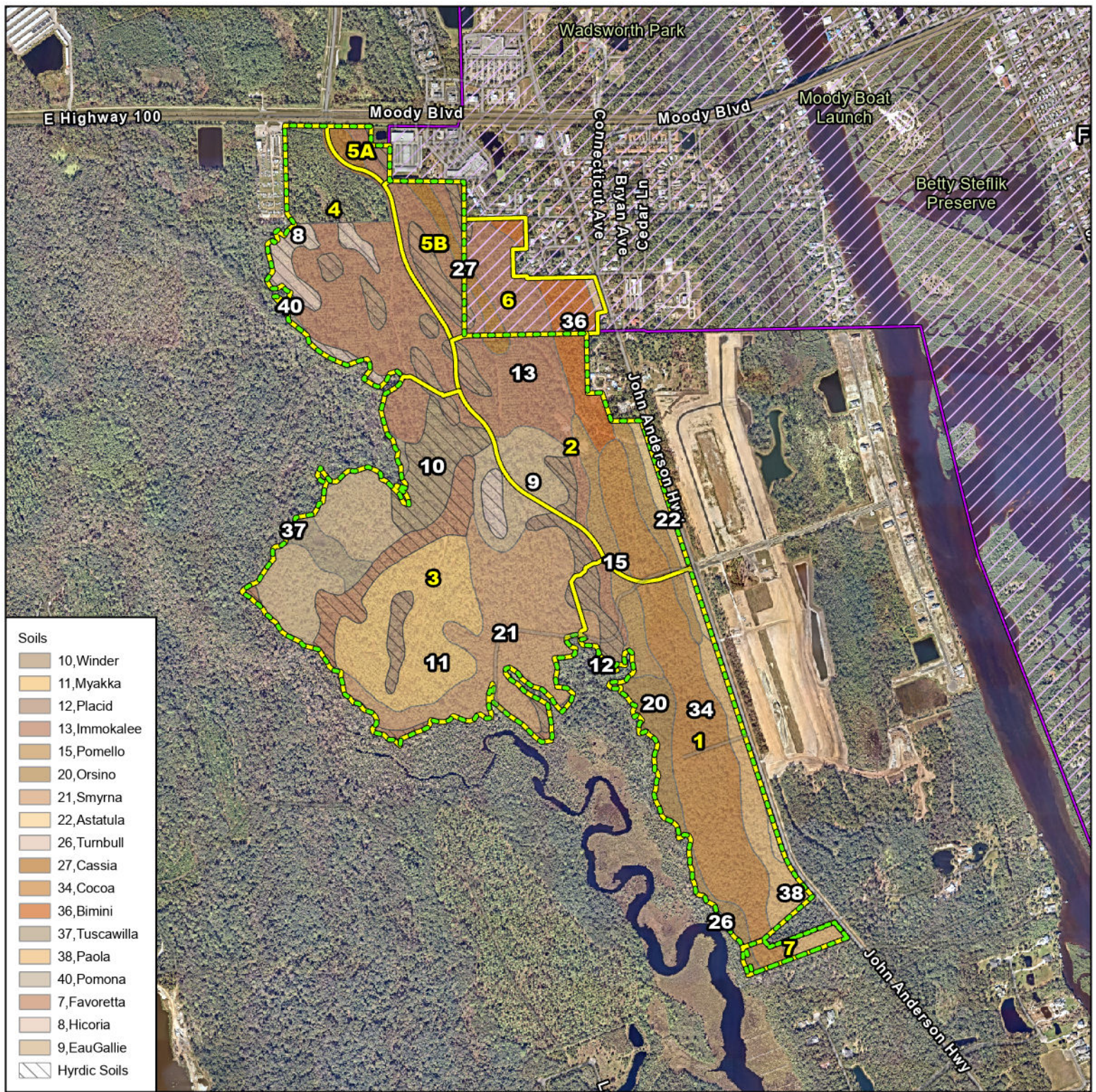
Aerial

Source: ETM, Flagler County, Esri, Nearmap

-  Subject Property
-  Annexation Boundary
-  City of Flagler Beach Existing City Limits



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Soils

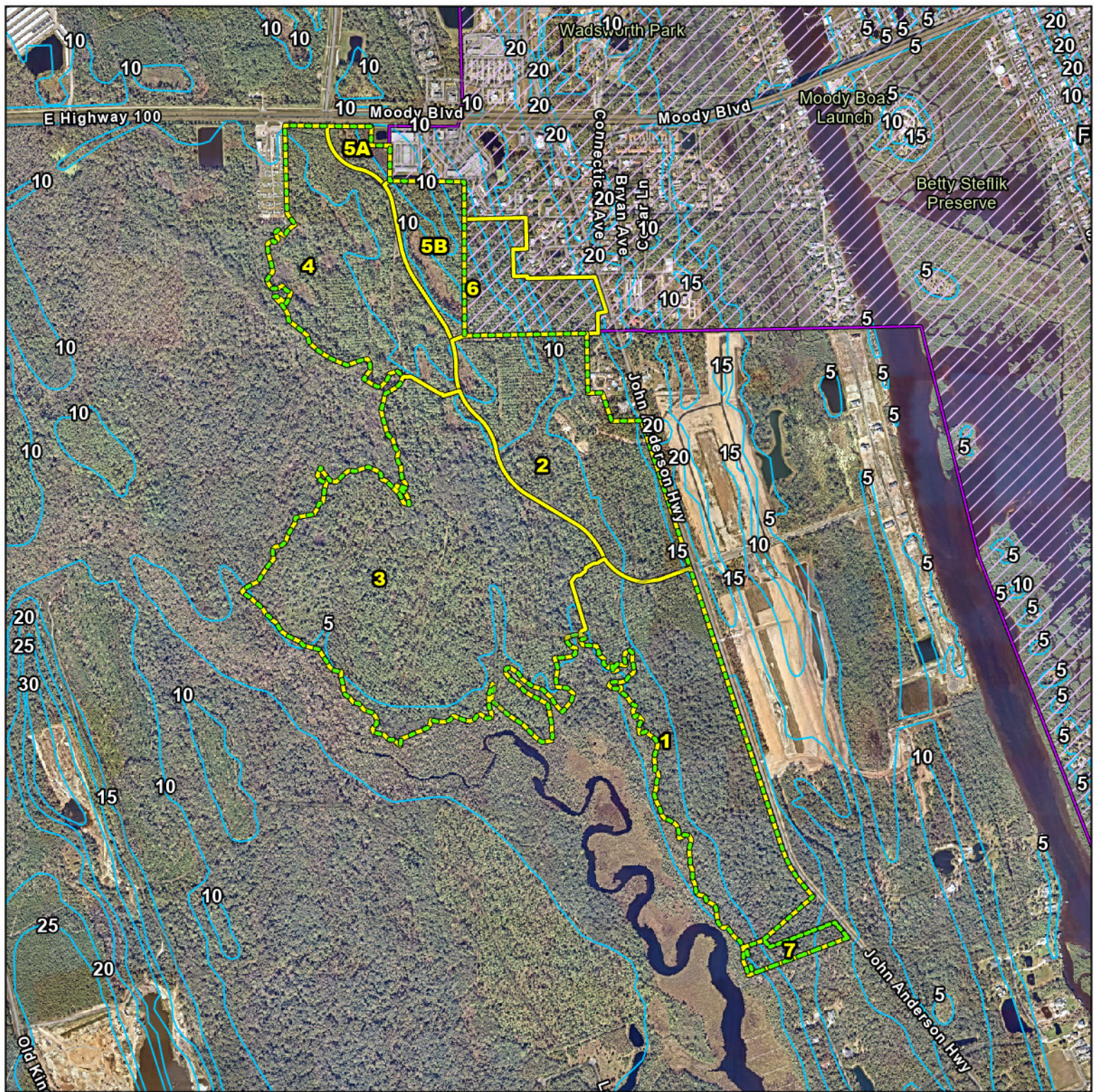
Source: ETM, Flagler County, SSURGO, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



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Feet

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Summertown

Topography

Source: ETM, Flagler County, USGS, Esri, Neamap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits
- Flagler County 5ft Contours

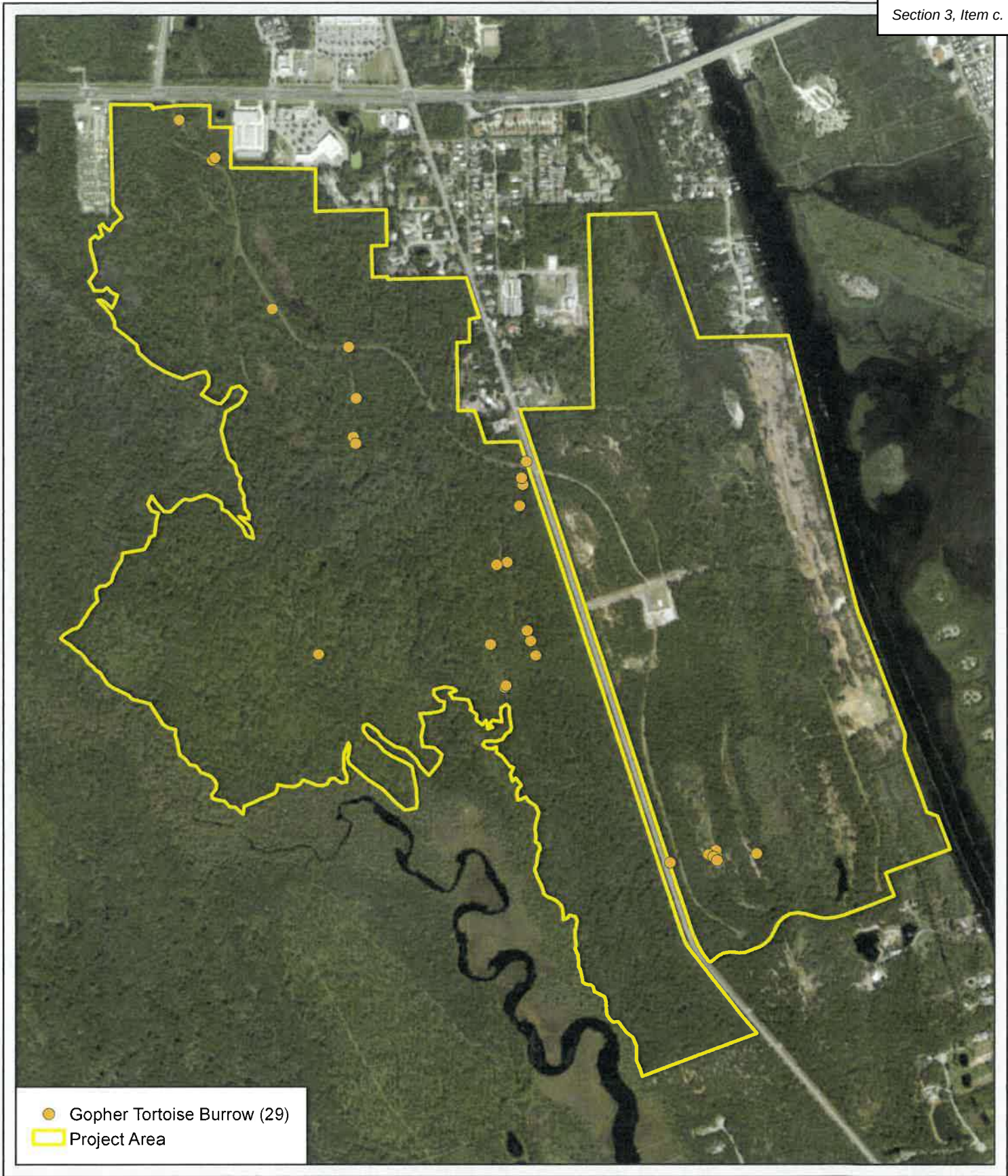


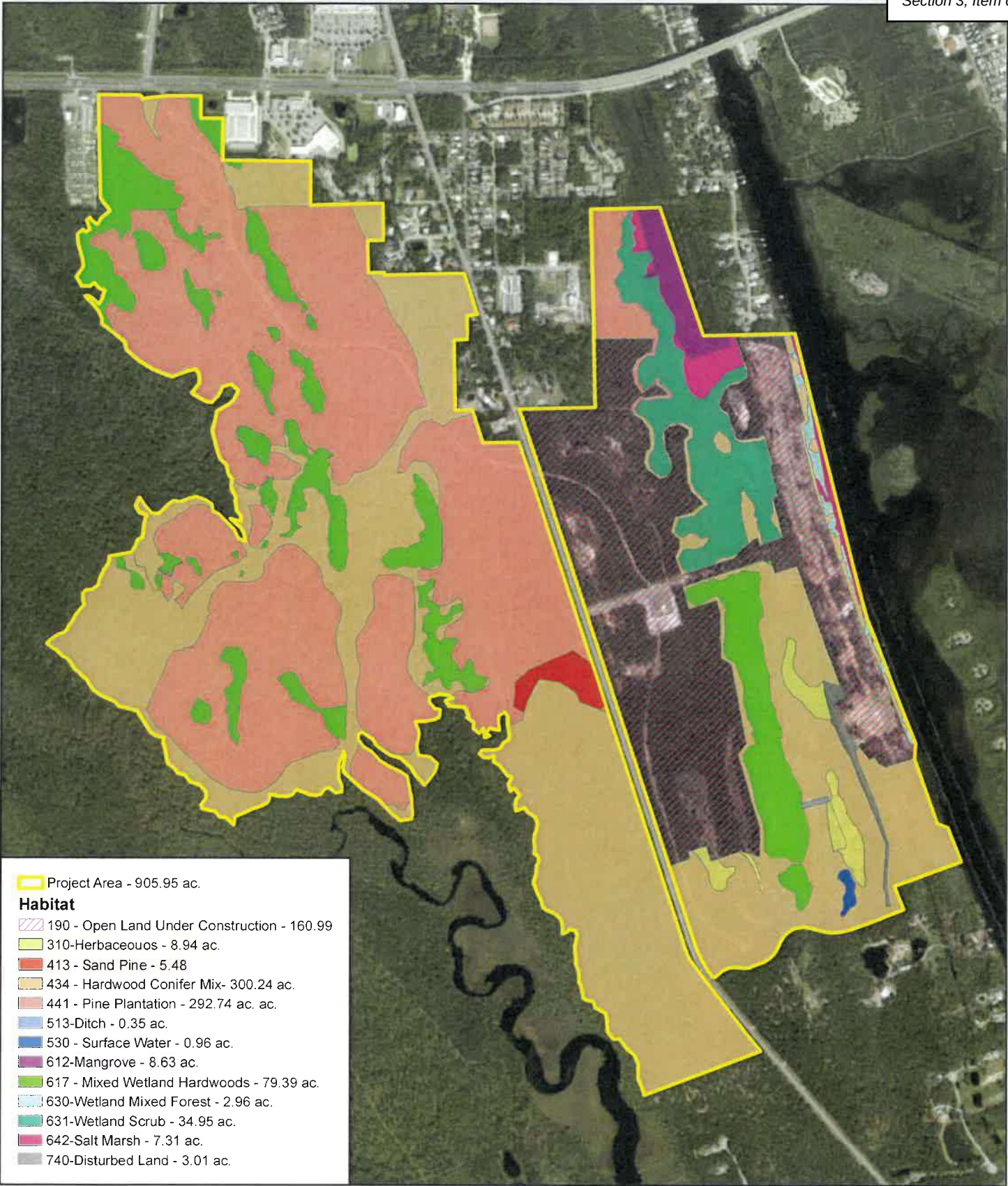
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- Project Area - 905.95 ac.
- Habitat**
- 190 - Open Land Under Construction - 160.99
 - 310-Herbaceous - 8.94 ac.
 - 413 - Sand Pine - 5.48
 - 434 - Hardwood Conifer Mix- 300.24 ac.
 - 441 - Pine Plantation - 292.74 ac. ac.
 - 513-Ditch - 0.35 ac.
 - 530 - Surface Water - 0.96 ac.
 - 612-Mangrove - 8.63 ac.
 - 617 - Mixed Wetland Hardwoods - 79.39 ac.
 - 630-Wetland Mixed Forest - 2.96 ac.
 - 631-Wetland Scrub - 34.95 ac.
 - 642-Salt Marsh - 7.31 ac.
 - 740-Disturbed Land - 3.01 ac.

Image Source: ESRI 2022
Date: 5-23-24

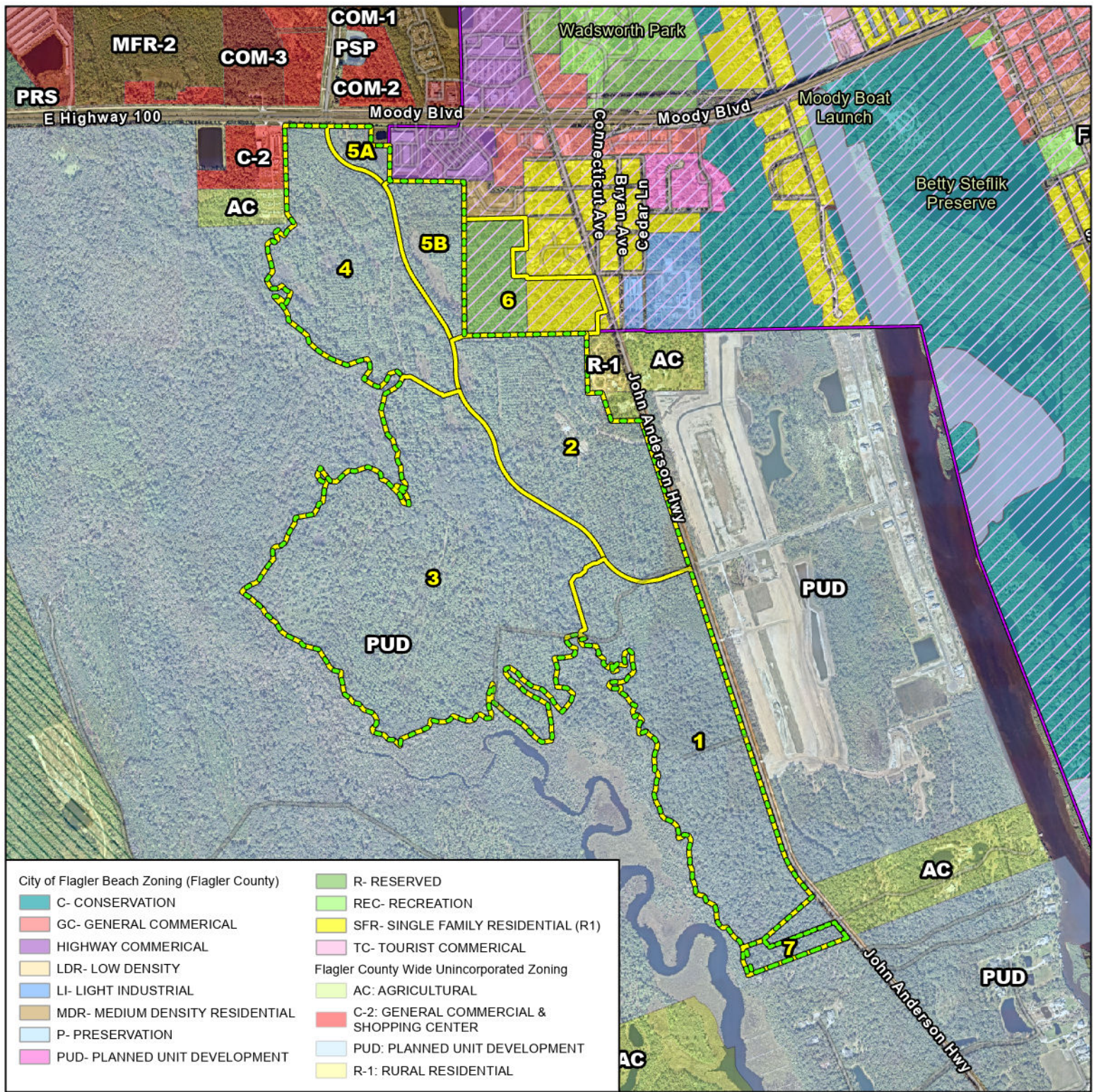
0 600 1,200 Feet



Habitat Map
Veranda Bay
Flagler County, Florida



WWW.ATLANTICECOLOGICALSERVICES.COM
904-347-9133 | jody@atlanticecologicalservices.com
201 Basque Rd | St. Augustine, FL 32084

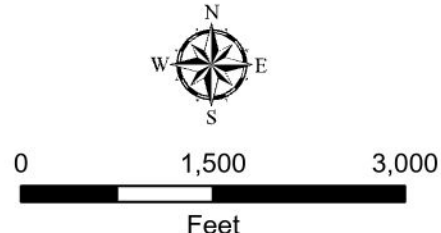


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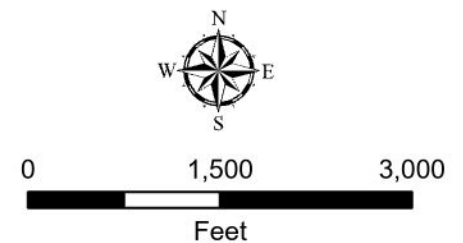
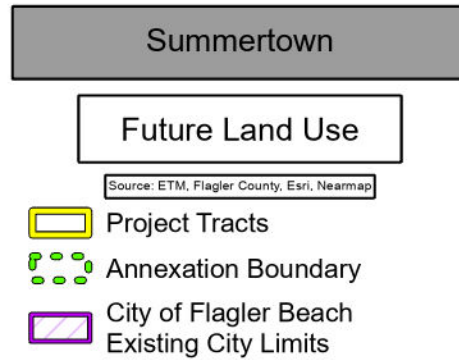
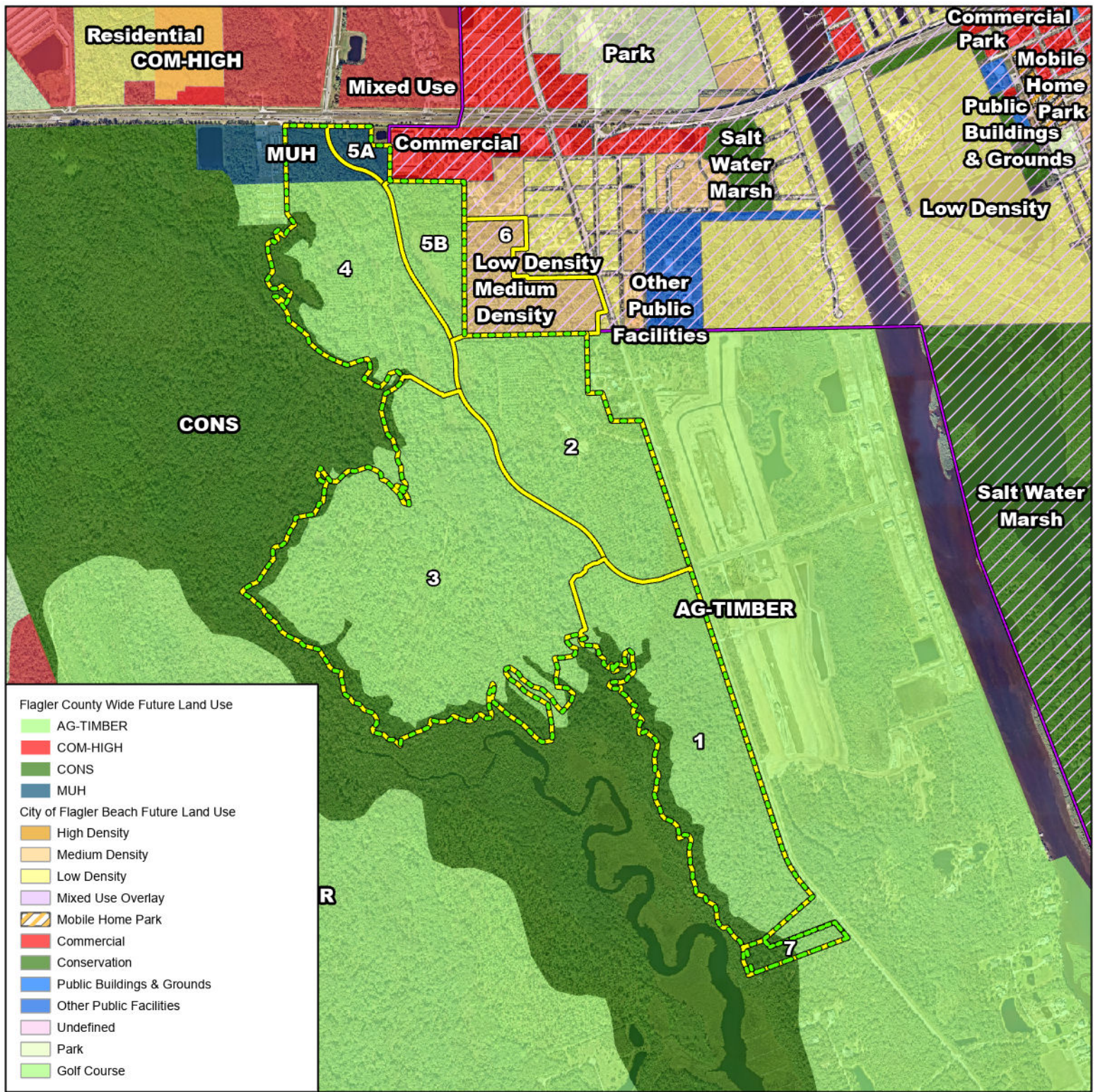
Zoning

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



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ORDINANCE 2025-25
SUMMERTOWN COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 7, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 544.97 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October, 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

**LEGAL DESCRIPTION
COMP PLAN AMENDMENT**

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT B



Summertown

Aerial

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



0 1,500 3,000
Feet

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etm-inc.com

EXHIBIT C

Summertown (“Property”) Comprehensive Plan Text Amendment

Policy A.1.1.3.I – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

Serial Number
25-00352F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

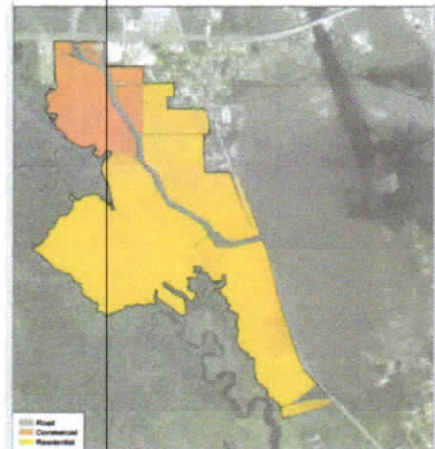
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-3000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-3000 Ext. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-3000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25

25-00352F



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☒ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____	Application No.: PFLUMA25-0002
Fee Paid: \$ _____, Date Received: _____	
Employee Accepting Application (print name): _____	
Rejected Date: _____, Rejected by: _____	
Reason for Rejection: _____	

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

D. LEGAL DESCRIPTION: _____ Subdivision Name; _____
See attached Exhibit "A" legal description

Section; _____ Block(s); _____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforflie.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

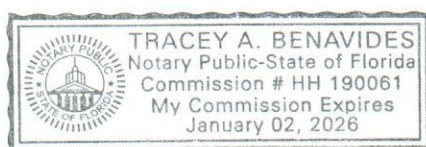
Signature(s): William G. Allen William G. Allen
 Printed or typed name(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025 by William G. Allen as Manager individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides

(SEAL)

Signature of Notary Public, State of Florida





CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100 Commercial, LLC	APPLICANT/AGENT: Michael D. Chiumento III, Esq.
Name: Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Mgr.	Name: Chiumento Law, PLLC
Mailing Address: 800 Highland Ave., Suite 200	Mailing Address: 145 City Place, Ste. 301, Palm Coast, FL 32164
Phone Number: Orlando, FL 32803	Phone Number: 386-445-8900
E-mail Address:	E-mail Address: michael3@legalteamforlife.com

MORTGAGE HOLDER: N/A	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

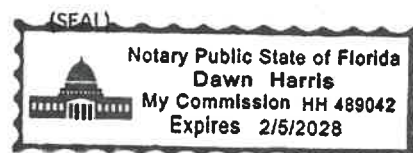
Signature of owner OR person authorized to represent this application:

Signature(s): *Michelle Chira*

Printed or typed name(s): Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of JUNE, 2024, by Michelle Chira, Trustee of the Michelle Chira individual submitted by Personal Knowledge Satisfactory Evidence: Type Revocable Trust, as Manager of Highway 100 Commercial, LLC

Signature of Notary Public, State of Florida





CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100Commercial, LLC	APPLICANT/AGENT: Michael D. Chiumento III Esq.
Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust, as Manager	Name: Chiumento Law, PLLC
Address: 800 Highland Ave., Suite 200	Mailing Address: _____
Orlando, FL 32803	E-mail Address: michael3@legalteamforlife.com
MORTGAGE HOLDER: N/A	ENGINEER OR PROFESSIONAL:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

PLANNER:	TRAFFIC ENGINEER:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

ATTORNEY OF RECORD:	DEVELOPER:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner Or person authorized to represent this application: _____

Signature(s): _____
Printed or typed name(s): **Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of, **May** 2024 by **Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust** by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Signature of Notary Public, State of Florida

11.22.21



GENERAL APPLICATION Page 2 of 2

EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

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EXHIBIT “B”

POD	OWNER	PROPERTY	ACREAGE
6	Palm Coast Intracoastal LLC	City of Flagler Beach - West Side (11-12-31-0650-000D0-0011)	31.58
p/o 4	Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
1, 2, 3, p/o 4, 5A, 5B and 7	Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12

TOTAL ACREAGE 545.64



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Planning & Architectural Review Board will review the item at its October 7, 2025, meeting. The City Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The Applicant wishes to amend the official Zoning Map for 545+/- acres from currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) to Master Planned Development, City of Flagler Beach and create one single integrated mixed-use community.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission to approve the Master Planned Development Agreement (MPDA) for Summertown, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the City can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Ordinance Rezoning ST
2. BIS 2025-26 ST
3. 2025-25 and 2025-26 Affidavit

**ORDINANCE 2025-26
SUMMERTOWN REZONING
APPLICATION NO. PZR25-0002**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 545.54 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Summertown Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the 9th day of October 2025.

ADOPTED on Second Reading after due public notice and public hearing this 13th day of November, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00352F

Observer

You. Your Neighbors. Your Neighborhood.
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Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-29 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

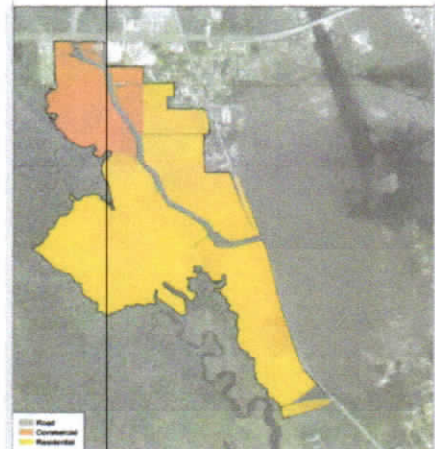
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-3000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-3000 Ext. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-3000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25

25-00352F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: PRZ25-0002 ORDINANCE 2025-26 (Summertown). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.

Background:

The Applicant wishes to amend the official Zoning Map for 545+/- acres from currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) to Master Planned Development, City of Flagler Beach and create one single integrated mixed-use community.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends the Planning and Architectural Review Board recommend to the City Commission to approve the Master Planned Development Agreement (MPDA) for Summertown, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code and that the City can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Ordinance 2025-26 Summertown MPDA Rezone Staff Report
2. Ordinance 2025-26 Summertown Rezone_MPD_FINAL DRAFT
3. ST_Application for Rezoning EXECUTED

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Applicant: Michael Chiumento
Property: 545 +/- acres located west of John Anderson and south of SR 100 Summertown
Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Summertown.
Date: September 29, 2025

Applicant requests 545+/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 545+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Summertown.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Summertown Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **residential, commercial, a hotel, and amenities.**

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA SUMMERTOWN

Mixed-Use Development 545 Acres

(a) The Project

(b) Summertown is a mixed-use, development providing for commercial and significant open space, and is intended to provide shopping, office and other commerce and economic development opportunities. may also be developed into a mixed-use center where residential uses are integrated with the general commercial uses to further the concept of “work, shop and play.

- Summertown 16407 DU
 - 1.6 units per acre gross residential development
 - 3 units an acre per pod
- General Commercial
 - 840,000 SQFT Commercial
- Open Space
 - Minimum of forty percent (40%)

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

- (a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,
- (b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
- (c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Summertown MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
1	Low Density Single-Family Residential (SFR) Units	300	units	Q4	2026	Q2	2032
2	Low Density Single-Family Residential (SFR) Units	240	units	Q3	2026	Q2	2031
3	Medium Density Residential - Multi Family	750	units	Q1	2027	Q4	2043
4	Town Center - Commercial/Retail/Office	800,000	sq. ft.	Q4	2026	Q4	2044
5A	Office / Retail / Commercial	40,000	sq. ft.	Q4	2026	Q4	2028
5B	High Density Residential/Hotel Site	250	units	Q1	2030	Q3	2032
6	Medium Density Apartments	350	units	Q1	2030	Q4	2031
7	Private Boat and RV Storage (for residents only)						

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

- (1) modifications to the maximum building height (35') nor
- (2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Personal and Professional Services
- Town Center Commercial/Retail
- Restaurants
- Farmers Markets
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium
- Hotel
- Private Storage Boat/RV

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development

Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Summertown Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILITY COMMITMENTS

Pg. 10 of 47 MPDA

- (a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.
- (b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant's sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:
 - (1) Private Improvements:
 - a. Parking areas
 - b. Utilities
 - c. Master stormwater system
 - d. Sidewalks
 - e. Lighting
 - f. Recreational facilities
 - g. Perimeter buffer
 - h. Landscaping
 - i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Summertown and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5' sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City's site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

- a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

- b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

- c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

- d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

- e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.

Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

- f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
- a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
 - b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
 - c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
 - i. Native materials to be used most as possible.
 - ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
 - iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
 - iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
 - v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. LIST OF DISTINCT TREES and add to DEFINITION page 16 line 8
 - vi. Distinct Tree Mitigation Fee \$25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed \$4000. page 16 line 18

John Anderson Highway Buffer

- (g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

- (h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

- (i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire

hydrants shall be shown on all construction documents, technical site plans, and plats. The Project shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

- (j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

- (k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

- (l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

- (m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

- (n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

- (o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

- (p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

- (i) participate in the FDEP Clean Marina program, and
- (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.

Age Restriction

- (q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

- (r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Min. Distance Between Buildings*	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'
Max. Bldg. Height**	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Minimum Front Setback from Right of Way	20'	N/A	20'
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf
Minimum Lot Width	40'	N/A	16'
Max. Impervious Surface Ratio****	70%	80%	80%**

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60’*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0’
Min. Bldg. Street-Side Setback	10’
Min. Bldg. Front Setback	10’
Max. Bldg. Height**	35’
Min. Bldg. Rear Setback	10’
Minimum Bldg. Setback to MPD Property Line	20’
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City’s existing *Commercial Architectural Design Standards* that are governed by the City’s LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.~~

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. **City DISCLOSURE*

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

- (i) the existing community development district,
- (ii) a property owners association or
- (iii) other entity accepted by the LUA.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION

SECTION 17. NOTICES

SECTION 18. SEVERABILITY

SECTION 19. SUCCESSORS AND ASSIGNS.

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

SECTION 21. TERM/EFFECTIVE DATE.

SECTION 22. RECORDATION

SECTION 23. THIRD PARTY RIGHTS

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE

SECTION 25. ATTORNEYS' FEES

SECTION 26. FORCE MAJEURE

SECTION 27. INDEMNIFICATION

SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

SECTION 29. CAPTIONS

SECTION 30. EXHIBITS

SECTION 31. INTERPRETATION

SECTION 32. FURTHER ASSURANCES

SECTION 33. COUNTERPARTS

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

**ORDINANCE 2025-26
SUMMERTOWN REZONING
APPLICATION NO. PZR25-0002**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 545.54 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Summertown Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____ day of _____ 2025.

ADOPTED on Second Reading after due public notice and public hearing this ____ day
of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Serial Number
25-00352F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida
COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-25 (as amended).
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 544.87 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR REVEGETATION, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No. 2025-26 (as amended).
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.87 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR REVEGETATION, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
Applications have been submitted to remove this property from Planned Unit Development (PUD), Reserved (R), and Single-Family Residential (S1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.
PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 101 S. 1ST STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:
PLANNING AND ARCHITECTURAL REVIEW BOARD (TUESDAY, OCTOBER 7, 2025 AT 9:00 P.M.)
CITY READING CITY COMMISSION (THURSDAY, OCTOBER 9, 2025 AT 9:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE)
CITY READING CITY COMMISSION (THURSDAY, NOVEMBER 13, 2025 AT 9:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE)
ALL INTERESTED PARTIES ARE INVITED TO ATTEND.
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-0000) EXT. 301.
The public hearings may be continued to a future date or dates. The time and date of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 9:00 P.M. or as soon thereafter as possible, in the City Commission chambers located at 101 South Second Street, Flagler Beach, Florida.
If a person desires to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For each purpose, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at (386-517-0000) Ext. 301 at least 10 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-0000 Ext. 301. The public may inspect information that is more detailed during other hours at the Planning and Building Department, 901 S. Daytona Ave.

Location Map



Sep. 25

25-00352F

EXHIBIT "C"

Summertown

Master Planned Development Agreement

1 Michael D. Chiumento III, Esq.
2 Chiumento Law, PLLC.
3 145 City Place, Suite 301
4 Palm Coast, FL 32164
5

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

6 **SUMMER TOWN**

7 **MASTER PLANNED DEVELOPMENT AGREEMENT**

8
9 **THIS MASTER PLANNED DEVELOPMENT AGREEMENT**, (this “Development
10 Agreement”) is made and executed this _____ day of
11 _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida
12 municipal corporation (the “City”), with an address at 105 S. Second St., Flagler Beach,
13 Florida, 32136, and the master developer of the Subject Property, VERANDA BAY
14 INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda
15 Bay” or “Declarant”), PALM COAST INTRACOASTAL, LLC, a Florida limited liability
16 company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 (“PCI”),
17 and HIGHWAY 100 COMMERCIAL, LLC (“HC 100”) whose address is 800 North
18 Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the
19 “Owners”)

20 **RECITALS.**

21 A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429,
22 Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the
23 negotiated PUD Development Agreement (the “2005 Development Agreement”) for a mixed-
24 use development affecting approximately 1,999 acres of land.

1 B. As negotiated in the 2005 Development Agreement, the owner conveyed
2 approximately 1,100 acres of land designated as environmental lands to Flagler County for the
3 purpose of public services, preservation, conservation, and public recreation for the benefit of
4 citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public
5 boat ramp and for public safety. These lands conveyed to the County are collectively called the “Public
6 Land”.

7 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
8 land (the “2005 PUD Property”) is permitted to be developed as a mixed-use development with
9 a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on
10 the Effective Date of this Agreement and subject to this Development Agreement.

11 D. The Declarant owns 495 acres of land (the “Declarant Lands”) located west of John
12 Anderson Highway as depicted on **Exhibit “A”** and specifically described as **Exhibit “A”**.

13 E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94
14 acres of land (the “HC 100 Lands”) located west of John Anderson Highway along SR 100 as
15 depicted on **Exhibit “A”** and specifically described as **Exhibit “A”**.

16 F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land
17 (the “PCI Lands”) located west of John Anderson Highway along SR 100 as depicted on
18 **Exhibit “A”** and specifically described as **Exhibit “A”**.

19 G. The Declarant Lands, the HC Lands, and the PCI Lands shall collectively
20 hereinafter be referred to as the “Subject Property”.

21 H. The Declarant desires to rezone the Subject Property, amend the present
22 entitlements, and create one single integrated mixed-use community.

23 I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

1 permitted by law.

2 J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as
3 Low Density Residential and Commercial on its Future Land Use Map.

4 K. Based upon the finding of facts and conclusions of law, the City Commission
5 determines that this Development Agreement is consistent with the City's Comprehensive Plan,
6 the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions,
7 terms, restrictions, and requirements set forth herein are necessary for the protection of the
8 public health, safety, and welfare of the citizens of the City.

9 L. The City Commission further finds that this Development Agreement is consistent
10 with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII,
11 Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City*
12 *Charter*, other controlling laws, and the City's police powers.

13 M. This is a non-statutory Development Agreement which is not subject to or enacted
14 pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

15 N. The Parties, therefore, desire to rezone the Subject Property, making it subject to
16 this Development Agreement.

17 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and
18 the Declarant that the Declarant's rezoning application for a Master Planned Development
19 is approved subject to the Development Agreement's following terms and conditions:

20 **SECTION 1. RECITALS.**

21 The above recitals are taken as true, incorporated herein by this reference and form a
22 material part of this Development Agreement upon which the City and the Declarant have
23 relied.

1 **SECTION 2. REPRESENTATIONS OF DECLARANT.**

2 The Declarant hereby represents and warrants to the City that the Declarant is an owner
3 or authorized agent of the Subject Property in accordance with the title opinion or title
4 certification provided by the Declarant to the City issued by an attorney or title insurance
5 company licensed to provide services in the State of Florida, with said title opinion or
6 certification showing all liens, mortgages, and other encumbrances not satisfied or released of
7 record relative to the Subject Property.

8 **SECTION 3. THE PROJECT & MPD MASTER PLAN.**

9 (a) The Declarant shall continue to develop the Subject Property as a mixed-use
10 development generally consistent with the MPD Master Plan (**Exhibit “B”**) hereinafter
11 referred to as the “Project”.

12 (b) This Project is a mixed-use, low-density development focused on providing
13 significant Open Space, including preserved lands. The Project provides for low density
14 residential development and commercial development along State Road 100 ("SR100"). The
15 residential uses shall include multiple types of housing opportunities such as low-density
16 residential development, medium-density multi-family uses, and high-density multi-family
17 uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial,
18 generally located adjacent to SR100, is intended to provide shopping, office and other
19 commerce and economic development opportunities for the Project's residents and the general
20 public. However, this area may also be developed into a mixed-use center where residential
21 uses are integrated with the general commercial uses to further the concept of “work, shop and
22 play”. The Project will preserve a minimum of forty percent (40%) of the Project as Open Space,
23 which includes, but is not limited to, preserved lands subject to passive recreation, buffers and

wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, and (ii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler Beach. The Project's density and intensity are provided below.

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

**SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN
APPROVAL, AND DEVELOPMENT REVIEW PROCESS.**

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-____, adopted this Development Agreement affecting the Subject Property. This Development Agreement *supersedes* prior agreements to avoid conflicting obligations.

1 (a) The MPD Master Plan generally depicts the layout of the Project and delineates
2 the approximate property boundaries, Spine Road (as defined below), Project entrances,
3 general location of Tracts and intended uses, all of which may be further refined in the future
4 at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements
5 of the City's Comprehensive Plan, the LDR 2025 and other City regulations, including but not
6 limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary
7 plat or site plan approval.

8 (c) The Parties agree and acknowledge that, in the event, the Declarant obtains title
9 to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-
10 0000) previously dedicated to the County, the Parties shall in good faith annex such into the City,
11 amend its land use designation and rezone the property in a manner that is consistent with
12 adjacent lands owned by the Declarant or its assigns.

13 **SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD**
14 **MASTER PLAN.**

15 Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway
16 systems, and other improvements generally depicted on the MPD Master Plan are anticipated
17 to change ("Minor Modifications") and shall be approved by the City Manager or its designee
18 (the "Land Use Administrator" or "LUA") during review of construction documents, site plans,
19 or Preliminary Plat for the Project or portions thereof, as long as the development standards
20 contained in this Development Agreement are maintained. Moreover, the Land Use
21 Administrator shall approve a Minor Modification in writing, without City Commission
22 approval, for modifications to the Development Agreement, MPD Master Plan and any
23 construction documents and Preliminary Plat for the Subject Property, provided that: (1) the

maximum building height and maximum number of residential units permitted are not exceeded; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along John Anderson Highway are not modified; or (3) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) through (3) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract (**Exhibit "C"**), as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
1	Residential	SFR, Town House, Multi-family
2	Residential	SFR, Town House, Multi-family
3	Residential	SFR, Town House, Multi-family
4	Commercial	Mixed-Use, Commercial, Town House, Multi-family

5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family
6	Residential	SFR, Town House, Multi-family
7	Residential	SFR, Amenity

1

2 (a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide
3 areas for detached single-family dwellings and accessory use, including ancillary dwelling
4 units permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall
5 be prohibited from constructing docks along Bulow Creek.

6 (b) Town House: This use permits two or more attached or shared wall single-
7 family units. Town House may include fee simple or condominium ownership models. Town
8 House units may be constructed with one car garages, so long as minimum parking standards
9 are met. In addition, duplex homes under single ownership are permitted.

10 (c) Multi-family: The purpose of multi-family use is to provide areas for
11 attached housing, and medium-density to high-density apartments or condominiums. These
12 uses also allow for assisted living or nursing homes.

13 (d) Commercial: This use is to provide areas for general commercial and office
14 uses to meet the community-wide demand for retail, services, business, and employment
15 opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional
16 permitted uses being amphitheaters and farmers markets. Commercial uses may also include
17 residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

18 (e) Mixed-Use: This use supports economic development by providing a specific,
19 defined location where multiple opportunities for working, shopping, entertainment, lodging,

1 and living are provided. Recognizing that Tracts may include both commercial and residential
2 uses, the mixed-use allows for designs to integrate commercial and residential (attached or
3 detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide
4 commercial uses on the first floor with residential above.

5 (f) Conservation: This use allows areas within the Project to generally remain in
6 their natural vegetative state upon which development may proceed with restrictions. The
7 use permitted to be developed in Conservation areas are restricted to: 1) open space parks,
8 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The
9 Conservation use designation shall be permitted on any Tract despite not being designated
10 in the table above.

11 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
12 **INTERCONNECTIVITY.**

13 (a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic
14 circulation systems within the Project and within adjacent right-of-way(s). All uses shall have
15 access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated
16 road. The City, but not the general public, shall be granted access at all times to all private
17 roadways to ensure that public safety is maintained.

18 (b) During the subsequent design and development stage of the Project, the
19 Declarant shall coordinate with the Flagler County School District for a school bus stop
20 location, if necessary.

21 (c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be
22 a public right-of-way. The MPD Master Plan depicts various Tracts intended for development
23 accessing the Spine Road, the final location of such is at the sole discretion of the Declarant.

1 The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for
2 the benefit of the general public, and as generally depicted on **Exhibit “D”**

3 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**

4 The development of the Project shall proceed in accordance with the terms of this
5 Development Agreement. In the event of a conflict between the terms of this Development
6 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall
7 prevail. In the event of an inconsistency or conflict between the terms of this Development
8 Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall
9 prevail. Where specific requirements are not contained in this Development Agreement, the
10 LDR 2025 shall apply to the extent that it does not conflict with the provisions of this
11 Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties
12 agree that the City’s LDR (2025) shall be applied and any subsequent changes to such shall have
13 no effect unless the Declarant elects, at its sole discretion, to comply with such change to the
14 LDR 2025.

15 **SECTION 9. FACILITY COMMITMENTS.**

16 (a) Unless provided elsewhere in this Development Agreement or other agreement,
17 the Declarant agrees that the City is not responsible for the construction or creation of public
18 facilities or capacity to facilitate the development of the Subject Property. As a material
19 inducement for entering into this Agreement, the City represents and warrants that it presently
20 has and shall maintain potable water and wastewater capacity for the Project, each of which is
21 estimated to be 576,000 gallons per day, and the failure to provide such shall be deemed a
22 breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient
23 potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot

1 be immediately satisfied by the City when requested by the Declarant, the Parties agree that
2 the Declarant may, at its sole discretion and without objection from the City, construct private
3 services or obtain such services from other providers including adjacent municipalities. The
4 City discloses that Veranda Bay and Summertown's impact are taken into consideration in the
5 current Mobility Plan Assessment as required to implement a mobility impact fee.
6 Additionally, the City discloses the upcoming Park Plan Assessment and hereby disclose it
7 has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and
8 wet slips.

9 (b) Private & Public Improvements: The Declarant agrees to construct the
10 following on-site improvements at the Declarant's sole and exclusive expense as a condition
11 of this Development Agreement, and in addition to the payment of all impact fees relating to
12 the development of the Subject Property, unless otherwise provided for herein:

13 i. Private Improvements: The parking areas; utilities; master stormwater
14 system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

15 ii. The Declarant agrees that the City has shown an essential nexus between
16 a legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees
17 that all proposed conditions are roughly proportional to the impact the development will have
18 upon the public, based upon an individualized determination by the City that the required
19 conditions are related in both nature and extent to the impacts of the proposed Project.

20 iii. Nothing herein shall be deemed a prohibited exaction under *Florida*
21 *Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

22 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
23 integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The

1 Declarant shall require homeowners to construct community sidewalks a minimum of five (5)
2 feet wide on at least one side of the internal roadway system, as may be determined by the
3 Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of
4 the Project, as permitted by governmental permits for the purpose of providing recreational
5 opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight
6 foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway
7 as generally depicted on the MPD Master Plan and **Exhibit "E"**.

8 (d) Access: Ingress and egress to the Project shall be provided, constructed, and
9 dedicated to the City as a public roadway between SR100 and John Anderson Highway, as
10 generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the
11 Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine
12 Road for purposes of signage, enhanced landscape maintenance, Tract access and construction.
13 Moreover, the development of Tracts may be gated from the Spine Road and other public rights
14 of way. The cost of design and construction of the Spine Road shall be eligible for
15 transportation impact fee credits on a dollar-for-dollar basis.

16 (e) Spine Road Construction. If after the 150th home is completed within the Project,
17 the construction of the Spine Road connection from State Road 100 to John Anderson Highway
18 is not completed, no further building permits will be issued for new home construction within the
19 Project until the Spine Road construction is complete.

20 (f) Stormwater System: The Declarant shall be responsible for designing,
21 permitting, constructing, and maintaining the means of conveyance of stormwater runoff within
22 the Project including, but not limited to, all stormwater lines, ditches, culverts, and other
23 stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater

1 System”), as generally depicted on **Exhibit “F”**. This is graphical in nature, subject to change and
2 intended to only provide a conceptual model subject to final permitting including but not limited
3 to the City’s preliminary plat approvals.

4 (g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
5 including the public boating facility land to Flagler County, and (ii) the active and passive
6 recreational obligations found herein, the Project satisfies the City’s Comprehensive Plan and
7 the City’s recreational level of service. Notwithstanding, the Declarant shall provide one or
8 more active recreational facilities for the benefit of the Project’s residents. Declarant will
9 cooperate with Flagler County to provide public park access to Bulow Creek in the southwest
10 portion of the Project through the parcel currently owned by the County or an equivalent
11 property. A maximum of three (3) community docks or community viewing platforms shall be
12 permitted on Bulow Creek subject to state, federal and county approval.

13 In addition to the above, the Declarant shall dedicate and convey to the City a
14 two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by
15 the Declarant. The parties may mutually agree in writing to the Declarant’s design, permitting
16 and construction of improvements on the aforementioned park sites. In the event such
17 agreement requires the Declarant to make improvements to the park sites, the Declarant shall
18 be entitled to receive City park impact fee credits for the costs of such park improvements.

19 (h) Community Development Districts: The City agrees and acknowledges that
20 the Subject Property is subject to the Gardens at Hammock Beach Community Development
21 District, Flagler County, Florida (“District”), Chapter 190, *Florida Statutes*, which was
22 initially established by Flagler County. The City agrees that it shall accept and acknowledge
23 the powers granted to the District pursuant to State law. The City agrees to execute all

documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries by removing the Subject Property from the District. In addition, the City shall, at the request of the Declarant, assist the Declarant to establish an additional community development district governing that portion of the Subject Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*, including but not limited to, any transportation improvements that may be required by this Development Agreement or other permit.

(i) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits and construction commences. All silviculture activities shall continue to comply with all Federal and State requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR 2025, unless provided for elsewhere in this MPD Agreement. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the Declarant may have shared

1 parking facilities serving more than one use or Tract, only if the Declarant provides analysis
2 from a traffic engineer that the different uses or mixed-uses will have different peak hour parking
3 demands and sufficient parking will be provided as required by the LDR 2025. The calculation
4 of minimum parking space requirements for the development of any Tract may be determined by
5 the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family
6 developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

7 (b) Open Space: Minimum open space shall be forty percent (40%) of the Project.
8 Tracts may be developed with less open space, so long as the aforementioned requirement for
9 the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined
10 therein shall be approved by the Land Use Administrator. Open space shall be maintained by
11 either the Community Development District, a property owners association, a mutually agreeable
12 conservation easement, or other method satisfactory to the Declarant. Based on the obligations
13 of this Development Agreement and the prior conveyance of the Public Lands, the City's open
14 space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is
15 satisfied.

16 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste
17 water and reuse improvements being served by the City to the City, pursuant to the City's
18 standard utility agreement. The City shall not charge fees to a community development district or
19 a property owners association for the use of City reuse water for common areas until the later of
20 (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project.
21 Moreover, the City shall not require the Declarant to prepay water and sewer "impact",
22 "connection" or "CIAC" fees until the City issues a building permit for a residential or non-
23 residential structure.

1 (d) Transportation: The Parties accept the traffic study performed by Chindalur
2 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are
3 incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply
4 with Florida Department of Transportation requirements for its impacts to SR100. As for
5 impacts to John Anderson Highway, the Declarant shall construct improvements as may be
6 provided in the Transportation Study (“Traffic Improvements”) at such time as deemed
7 necessary in the Transportation Study. The Declarant shall be obligated
8 for all the cost of design, permitting and construction of all required Traffic Improvements
9 identified in the Transportation Study. The Project shall be deemed vested and no additional
10 off site transportation improvements shall be required to be constructed by the Declarant.

11 (e) Drainage: The Declarant shall construct and maintain a stormwater
12 management system that provides treatment and attenuation as required by St. Johns River
13 Water Management District (SJRWMD) and the LDR 2025. Stormwater piping, swales and
14 ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.
15 Stormwater detention facilities shall be designed to meet the water quality and attenuation
16 requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD,
17 FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall
18 be determined to ensure that the proposed impact satisfies any and all City requirements,
19 including but not limited to the City’s Comprehensive Plan. As provided in the Pre-
20 Annexation Agreement and upon request, the City shall timely cooperate with Declarant to
21 obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt
22 and require construction standards for residential homes to have a finished floor elevation at
23 or above the FEMA 100 yr flood plain elevation.

1 (f) Landscaping, Tree and Vegetation Protection: Landscaping
2 requirements adjacent to SR100 and John Anderson Highway shall be subject to this
3 Development Agreement and the LDR (2025). All other landscaping design and requirements
4 shall comply with those standards provided in **Exhibit “G** which may be amended from time
5 to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed
6 water capacity becomes available for the entire Project. Efforts to preserve and enhance the
7 Project’s design will be achieved, by the Declarant, through adjustments of building, parking,
8 roadway and stormwater locations and through supplemental landscaping that will blend with
9 the natural look yet carefully accentuate the residential areas, entrances, and other common
10 spaces. General landscaping around parking lots, roadways, entrances, residential and
11 commercial buildings, and other common areas will be landscaped with ornamental and native
12 plant materials when possible. Within residential common areas, fifty percent (50%) of the
13 total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise
14 vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise
15 Florida Landscapes, the Florida Native Plant Society’s list of native landscape plants for
16 Flagler County, A Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable
17 guidelines prepared by the Florida Department of Agriculture and Consumer Services,
18 SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of
19 Environmental Protection. All ornamental landscape beds and lawn areas will have
20 supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement
21 of site development, and landscaping.

22 The Declarant shall require (i) three (3) shade trees for each single-family
23 detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree

1 and vegetation protection, removal, conservation, and mitigation requirements shall be
2 governed by this Development Agreement. In consideration of (i) the approximately 1,100
3 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space
4 required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant
5 commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's
6 commitment herein to require three (3) shade trees for each single-family detached lot, (v) the
7 Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the
8 Declarant's commitment to a significant investment in a reuse water distribution system, the
9 removal of trees and vegetation shall be allowed to the extent the removal of such is necessary
10 as solely determined by the Declarant, to provide infrastructure, stormwater, utilities,
11 recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall
12 be required, as provided in the paragraph below.

13 During the platting process, the Declarant shall provide the City a tree survey
14 depicting the location of viable specimen trees within the tract being platted as defined by the
15 City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater
16 ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design
17 and development of parcels. If the Declarant or its assigns determines that it is necessary to
18 remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree
19 removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree
20 Mitigation Fee shall be calculated as twenty-five dollars (\$25.00) per diameter inch of Distinct
21 Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days
22 after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one
23 Distinct Tree as provided in this section shall not exceed \$4,000.00. Diseased or dying trees, as

1 certified by a licensed arborist, may be removed by the Declarant and shall be exempt from
2 mitigation as provided in this section.

3 All other trees and vegetation, including but not limited to all species of pine trees
4 and palm trees, may be removed without mitigation or permit.

5 A Community Development District, Property Owners Association or Home
6 Owners Association shall be permitted to use temporary wells and stormwater for the Project's
7 irrigation until sufficient reuse capacity is available for the entire Project, subject only to
8 permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells
9 shall be prohibited on individual single-family lots.

10 (g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and
11 50-foot average buffer along the limits of the Project boundary that coincides with the western
12 side of John Anderson Highway right of way.

13 (h) Lighting: All lighting, including but not limited to all pole mounted lighting,
14 shall be designed to minimize light pollution to off-site properties and to comply with the LDR
15 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred
16 feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its
17 impact to the natural environment.

18 (i) Fire Protection: The Declarant previously donated to Flagler County a three (3)
19 acre parcel of land for a fire station to serve the Project and the residents along John Anderson
20 Highway. Fire protection requirements for the Project will be met through a system of fire
21 hydrants installed on the Project by the Declarant in accordance with City standards. The
22 locations of fire hydrants shall be shown on all construction documents, technical site plans, or
23 preliminary plats. The Project shall comply with the City's fire protection requirements. The

1 City will provide fire protection services to the Project in accordance with established local
2 response agreements.

3 (j) Utilities: The Declarant shall be responsible for any costs associated with the
4 extension of City utilities to the Subject Property that may be required to serve this Project.
5 Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the
6 Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

7 (k) Interconnectivity and Access: All units within the Project maybe
8 interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The
9 Project shall provide and maintain the minimum number of access drives onto John Anderson
10 Highway, as generally depicted on the MPD Master Plan.

11 (l) Wetland Protection and Management:

12 (i) Purpose and Intent

13 The purpose of this section is to provide protection, maintenance,
14 enhancement, and sustainable utilization of wetlands and associated upland buffers within the
15 Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory
16 standards, and best environmental practices. This approach balances ecological sustainability with
17 efficient land development, promoting no net loss of wetland functions while allowing for practical
18 site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control,
19 and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

20 (ii) Wetland Identification and Survey

21 All wetlands within the MPD shall be identified using the methodology
22 outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs,
23 freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal

1 Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater
2 management systems are exempt from these regulations.

3 Wetland delineations shall be conducted by a qualified Florida
4 environmental professional, and boundaries shall be surveyed by a Florida registered land
5 surveyor, including topographical data. The survey shall clearly delineate the wetland
6 jurisdictional line and the required upland buffer boundary. This information shall be incorporated
7 into all subdivision plats, and development applications submitted for approval.

8 (iii) Allowed Activities and Development in Wetlands and Buffers

9 To facilitate reasonable development while preserving wetland integrity,
10 the following activities are permitted within wetlands and required upland buffers, provided they
11 do not result in adverse impacts to wetland functions:

12 • Authorized wetland restoration, enhancement, monitoring, or
13 mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of
14 Engineers (ACOE).

15 • Elevated walkways, paths, nature trails, hiking trails, or walking
16 paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
17 natural materials, or open grid systems.

18 • Minor drainage structures such as swales or outfall pipes.

19 • Pruning or planting of suitable native vegetation, including removal
20 of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive
21 Plant List).

22 • Manual clearing with hand tools of vegetation on single parcels,
23 maintaining ecological functions like wildlife habitat and nutrient filtration.

1 • Bona fide agricultural, fire control, silviculture, and mosquito
2 control activities following best management practices from relevant state agencies.

3 • Utility facilities, including crossings, easements, or rights-of-way
4 for service provision.

5 • Custodial maintenance of stormwater management systems.

6 • Driveway installations for single-family units in existing
7 subdivisions where wetland crossings are the only access point, maintaining hydrologic
8 connections and using best management practices.

9 • Activities qualifying for de minimis alterations under state general
10 permits or Florida Statutes.

11 • Wetland impacts for access to permissible uses or linear projects,
12 following an approved alternatives analysis for avoidance and minimization, including Florida
13 Department of Transportation projects.

14 All allowed activities must comply with applicable landscaping and tree
15 protection as provided for in this Agreement.

16 (iv) Measures to Avoid or Minimize Wetland Impacts

17 Development within the Subject Property shall prioritize avoidance and
18 minimization of wetland impacts through practicable design modifications. Modifications shall
19 not require fundamental changes to project type or function, nor shall they include economically
20 unviable or technically infeasible options that endanger public safety. Stormwater management
21 systems must not cause net adverse impacts on wetland or surface water functions unless offset by
22 appropriate mitigation per state requirements.

23 (v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or

1 ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows
2 for flexible site planning while maintaining equivalent protection.

3 Buffers shall not be created by filling jurisdictional wetlands unless
4 allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall
5 be preserved or revegetated with native species if disturbed. Allowed activities within buffers are
6 outlined in Sections 10(l) (iii) and (iv) above.

7 (m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-
8 foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The
9 Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of
10 the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet
11 in those areas as generally depicted in **Exhibit “H”**. The Declarant shall in good faith evaluate
12 opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands
13 as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell
14 or convey any portion of the Property to the County or any third party as contemplated by the
15 aforementioned sentence.

16 (n) Signage: Signs shall comply with the LDR 2025, unless otherwise provided
17 herein. The design and intent of signage is to ensure adequate means of communication through
18 signage while maintaining the attractive visual appearance within the Project. Signage shall meet
19 the following requirements:

20 (i) Gateway Signage and Entrance Features. Signage located at the
21 primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum
22 height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A
23 maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance

1 structure may be designed in conjunction with the entrance signage, or it may occur separately.
2 However, the main entrance to the Project located at the intersection of John Anderson and Spine
3 Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35)
4 feet.

5 (ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any
6 internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet
7 and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a
8 maximum height of twenty (20) feet. However, the main entrance to Project located at the
9 intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty
10 (20) feet, but no taller than thirty-five (35) feet.

11 (iii) Commercial Signage. Ground signs shall be permitted for the
12 commercial area of the Project with a maximum signage area per sign of three hundred twenty (320)
13 square feet and a maximum height of twenty (20) feet. Additional commercial signage and wall
14 signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

15 (iv) Signage Area. Signage area shall be calculated using the actual text and, if
16 applicable, logo graphics area only. Walls or architectural effects shall not count toward the
17 signage area square feet restriction, but shall meet the height restrictions set forth above.

18 (v) Entrance Features. Walls, architectural icons, water features, landforms,
19 landscaping, or other effects which announce and signify arrival are permitted for the signage on
20 the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
21 measured from the bottom to the top of the sign copy area.

22 (vi) Ground signage provided for in this section shall be permitted to be
23 constructed in the public right of way.

1 (o) Temporary Facilities/Model Homes: Temporary support facilities shall be
2 permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real
3 estate offices shall be transitioned into a permanent use within the Project. This time period may be extended
4 for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall
5 be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved
6 by City Staff. Following City Staff approval, a building permit application will be submitted to the City
7 Building Department for review and approval. Residential units may be used as model homes and sales centers
8 (collectively, “Model Homes”). Up to five Model Homes can be constructed, occupied, and operated as sales
9 centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the
10 Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules,
11 regulations, and codes for residential structures. Model homes shall not be deemed commercial
12 activities. The City shall permit the construction of Model Homes during the development of a Tract
13 so long as a stabilized subbase of an adjacent roadway is available.

14 (p) Rental Program: Except for parcels developed as detached single family
15 residential, Developer reserves the right to place all or any portion of the Project’s units, in long term,
16 short term, resort residential, or resort condominium rental programs operated by Declarant, its
17 affiliates or any third-party rental program operators approved by the Declarant.

18 (q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age
19 restriction requirements or use permitted by Federal or State law.

20 (r) Accessory Uses: Typical residential accessory uses will be allowed, including but
21 not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks.
22 Accessory uses and structures will be allowed in accordance with this Development Agreement,
23 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
24 the permitted or principal use of a structure. Accessory uses or structures contained within or

1 attached to the building containing the principal use shall be considered a part of the principal
2 building and not an accessory building and shall meet the same requirements for setbacks as the
3 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,
4 either attached or detached from the principal use structure, may be constructed up to a minimum
5 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a
6 swimming pool be located closer than five (5) feet from the side and rear property line. Air
7 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
8 utility service features may be located in any required side or rear yard up to a minimum two (2)
9 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
10 within the required front yard.

11 **SECTION 11. PHASING OF DEVELOPMENT.**

12 (a) The Project may be developed in multiple phases. Prior to the issuance of any
13 permit for any phase of the Project (and prior to any construction of any improvement,
14 building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat
15 or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to
16 support the proposed uses, including water and wastewater service, drainage, private roads,
17 vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase
18 that is constructed on the Subject Property shall be constructed concurrently with, or prior to
19 construction of that phase of the Project, as approved by the City, and prior to the issuance of
20 building permits for that phase. Adequate emergency vehicle access and turnarounds shall be
21 provided at all times.

22 (b) Roadways shall be constructed concurrently with development of adjacent lots
23 to ensure that contiguous roadways are available at all times prior to the issuance of any

building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading and earthwork for portions of the Subject Property before approving final construction plans, however, all Federal and State permits required for land clearing, grading and earthwork shall be obtained.

(d) The Project will be developed in multiple phases. The tracts identified on **Exhibit "B_"** may be transferred by metes and bounds without platting. However, no infrastructure improvements, except for stormwater, utilities or fill, may be made on any tract until the City issues a preliminary plat development order for the development of that tract or portion thereof.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR 2025 except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Min. Distance Between Buildings*	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'
Max. Bldg. Height**	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Minimum Front Setback from Right of Way	20'	N/A	20'

Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf
Minimum Lot Width	40'	N/A	16'
Max. Impervious Surface Ratio****	70%	80%	80%**

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial **Site Development Requirements**

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) **Mixed-Use Dimensional Standards:** If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above

1 floor(s), then the standards in the above table shall be used. Any conflict in dimensional or
2 design standards for a mixed-use development may be resolved by the Land Use
3 Administrator.

4 (c) Architecture: All architectural standards and requirements shall be determined,
5 approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements
6 shall be governed by the City's LDR 2025.

7 **SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER**
8 **SEQUENCING.**

9 (a) The failure of the Development Agreement to address any specific State or
10 Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement
11 of complying with the law governing said permitting requirements, conditions, terms, or
12 restrictions.

13 (b) All required City, County, State, or Federal permits shall be obtained prior to
14 commencement of construction. This Development Agreement is not a Preliminary Plat
15 approval, and the Declarant remains responsible for complying with all provisions of the LDR
16 2025, unless provided elsewhere in this Development Agreement. The subdivision of the
17 Subject Property to provide for any Tract shall not require platting as required by Chapter 177,
18 *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and
19 without platting.

20 (c) Open burning shall be prohibited during development and property owners shall
21 be subject to the City's LDR 2025.

22 **SECTION 14. DEVELOPMENT FEES.**

23 The Declarant acknowledges and agrees that the City has enacted citywide impact fees,

1 and may in the future increase the amount of those fees. The Declarant acknowledges that the
2 Project shall be subject to all fees in effect at the time of permitting.

3 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

4 To ensure the long-term maintenance and control of common areas, the Declarant shall
5 dedicate such areas to (i) the existing community development district, (ii) a property owners
6 association or (iii) other entity accepted by the LUA.

7 **SECTION 16. CONVERSION OF USES.**

8 The Declarant may increase or decrease the amount of a particular land use without
9 modifying or amending this Development Agreement or the MPD Master Plan, but only within
10 the minimum and maximum standards provided for on the Land Use Conversion Matrix
11 attached as **Exhibit "I"**, provided that (i) the changes are consistent with the Land Use
12 Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use
13 Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty
14 (30) days in advance of the conversion. Any modification to this Development Agreement shall
15 incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to
16 the filing of such modification. Provided that the conversion is (i) consistent with the criteria
17 contained in the Land Use Conversion Matrix attached as **Exhibit "I"**, and (ii) such converted
18 uses are consistent with the uses allowed under by this Development Agreement.
19 Notwithstanding the foregoing, any change or deviation from the approved land uses provided
20 for herein shall be consistent with the City's Comprehensive Plan, which may require a small-
21 scale comprehensive plan amendment as more particularly described in Section 163.3187,
22 Florida Statutes.

23 **SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
24

1 **CONFLICT RESOLUTION.**
2

3 (a) In the event of a breach of this Agreement by either Party, the other party hereto
4 shall have all rights and remedies allowed by law, including the right to specific performance
5 of the provisions hereof.

6 (b) In the event that a dispute arises between the Parties, the City and Declarant
7 shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage
8 in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within
9 thirty (30) days of either party making a written request to the other. If the Parties fail to agree
10 to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally
11 pay all costs of mediation.

12 **SECTION 18. NOTICES.**

13 (a) All notices required or permitted to be given under this Development
14 Agreement must be in writing and must be delivered to the City or the Declarant at its address
15 set forth below (or such other address as may be hereafter be designated in writing by such
16 party).

17 (b) Any such notice must be personally delivered, sent by certified mail, or
18 overnight courier

19 (c) Any such notice will be deemed effective when received (if sent by hand
20 delivery receipt required,) or on that date which is ten (10) days after such notice is deposited
21 in the United States mail (if sent by certified mail).

22 (d) The Parties' addresses for the delivery of all such notices are as follows:

23 As to the City: City Manager
24 City of Flagler Beach

1 City Hall
2 105 S. 2nd Street
3 Flagler Beach, FL 32136
4

5 As to the Declarant: Veranda Bay Investments , LLC
6 Attn: Kenneth Belshe
7 3129 Springbank Lane 201
8 Charlotte, NC 28226
9

10 With copies to: Michael D. Chiumento III, Esq.
11 Chiumento Law, PLLC
12 145 City Place, Suite 301
13 Palm Coast, FL 32164
14

15 **SECTION 19. SEVERABILITY.**

16 The terms and provisions of this Development Agreement are not intended to be
17 severable, unless any term or provision shall be found to be invalid or illegal, in which case the
18 remaining portions of the Development Agreement shall remain valid and binding on the
19 Parties.

20 **SECTION 20. SUCCESSORS AND ASSIGNS.**

21 This Development Agreement and the terms and conditions hereof shall be binding
22 upon and inure to the benefit of the City and Declarant and their respective successors-in-
23 interest. The terms and conditions of this Development Agreement similarly shall be binding
24 upon the Subject Property and shall run with the land and the title to the same.

25 (b) This Development Agreement touches and concerns the Subject Property.

26 (c) The Declarant has expressly covenanted and agreed to this provision and all
27 other terms and provisions of this Development Agreement.

28 **SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

29 (a) This Development Agreement shall be governed by and construed in
30 accordance with the laws of the State of Florida.

1 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for
2 Flagler County, Florida, or the Middle District if in Federal court.

3 (c) The Declarant shall fully comply with all applicable State, and Federal
4 environmental regulations and all other laws of similar type or nature.

5 (d) If State or Federal laws are enacted after execution of this Development
6 Agreement which are applicable to and preclude the Parties' compliance with this
7 Development Agreement, this Development Agreement shall be modified as necessary to
8 comply with the relevant law.

9 **SECTION 22. TERM/EFFECTIVE DATE.**

10 (a) This Development Agreement shall be effective upon approval by the City
11 Commission and execution of this Development Agreement by all Parties (the "Effective
12 Date").

13 (b) This Development Agreement will expire thirty (30) years from the Effective
14 Date unless renewed in writing by the Parties.

15 **SECTION 23. RECORDATION.**

16 Upon approval by the City Commission and execution of this Development Agreement
17 by all Parties, this Development Agreement and any and all amendments hereto shall be
18 recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14)
19 days after its execution by the City, and the Development Agreement shall run with the land.
20 The Declarant shall pay the costs to record this Development Agreement.

21 **SECTION 24. THIRD PARTY RIGHTS.**

22 This Development Agreement is not a third-party beneficiary contract, and shall not
23 in any way whatsoever create any rights on behalf of any third party.

1 **SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

2 (a) Strict compliance shall be required with each and every provision of this
3 Development Agreement. The Parties agree that each has the remedy of specific performance
4 of these obligations.

5 (b) Time is of the essence to this Development Agreement and every right or
6 responsibility required herein shall be performed within the times specified.

7 **SECTION 26. ATTORNEYS' FEES.**

8 In the event of any action to enforce the terms of this Development Agreement, the
9 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all
10 costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the
11 trial, or appellate level.

12 **SECTION 27. FORCE MAJEURE.**

13 The Parties agree that in the event that the failure by either party to accomplish any
14 action required hereunder within a specific time period ("Time Period") constitutes a default
15 under terms of this Development Agreement, and if any such failure is due to any unforeseeable
16 or unpredictable event or condition beyond the control of such party, including, but not limited
17 to: acts of God, acts of government authority (other than the City's own acts), acts of public
18 enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials,
19 injunction or other court proceedings beyond the control of such party, or severe adverse
20 weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this
21 Development Agreement to the contrary, that failure shall not constitute a default under this
22 Development Agreement and any Time Period prescribed hereunder shall be extended by the
23 amount of time that such party was unable to perform solely due to the Uncontrollable Event.

1 **SECTION 28. INDEMNIFICATION.**

2 The Declarant shall indemnify and save the City harmless from and against any and all
3 damages caused solely by the Declarant's development of the Subject Property as provided in
4 this Development Agreement. This provision shall exclude any damages arising out of a third
5 party challenging this Development Agreement or any subsequent development order issued
6 by the City affecting the Subject Property as defined by State statute.

7 **SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT**
8
9 **AGREEMENT.**

10
11 (a) This Development Agreement shall continue to be enforceable, unless lawfully
12 terminated, notwithstanding any subsequent changes in any applicable law.

13 (b) The failure by the Declarant to perform its material obligations hereunder shall
14 constitute a default, entitling the City to pursue whatever remedies are available to it under
15 Florida law or equity, including, without limitation, an action for specific performance and/or
16 injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the
17 City filing any action or terminating this Development Agreement as a result of a default under
18 this Development Agreement, the City shall first provide the Declarant written notice of said
19 default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period
20 in which to cure the default to the reasonable satisfaction of the City prior to the City filing an
21 action or terminating this Development Agreement. If ninety (90) days is not considered by
22 the Parties to be a reasonable period in which to cure the default, the cure period shall be
23 extended to such cure period acceptable to the City, but in no case shall that cure period exceed
24 one hundred and eighty (180) days from initial notification of default. Upon the judicial
25 termination of the Development Agreement, the Declarant shall immediately be divested of all

rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 31. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement

SECTION 32. INTERPRETATION.

(a) The Declarant and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Development Agreement.

SECTION 33. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 34. COUNTERPARTS.

1 This Development Agreement may be executed in any number of counterparts, each of
2 which shall be deemed an original, but all of which, taken together, shall constitute one (1) and
3 the same document.

4 **SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

5 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
6 provisions herein shall be made by the Parties only in writing by formal amendment, and (2)
7 This Development Agreement shall not be modified or amended except by written agreement
8 executed by all Parties hereto and upon approval of the City.

9 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed
10 a waiver of any such right and shall not affect the right of such party to exercise at some future
11 date any such right or any other right it may have.

12 **SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

13 This Development Agreement constitutes the entire agreement between the Parties and
14 supersedes all previous oral discussions, understandings, and agreements of any kind and
15 nature, as between the Parties relating to the subject matter of this Development Agreement.

16
17
18
19 *(SIGNATURES INTENTIONALITY LEFT TO NEXT PAGE)*

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.
City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

“DECLARANT”

VERANDA BAY INVESTMENTS, LLC

By: _____

William G. Allen, Manager

Witness Signature

Print Witness Name

Address: _____

Witness Signature

Print Witness Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen, Manager, of Veranda Bay Investments, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

Ordinance No. 2025-26

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Together with

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

Together with

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE

OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT "B"

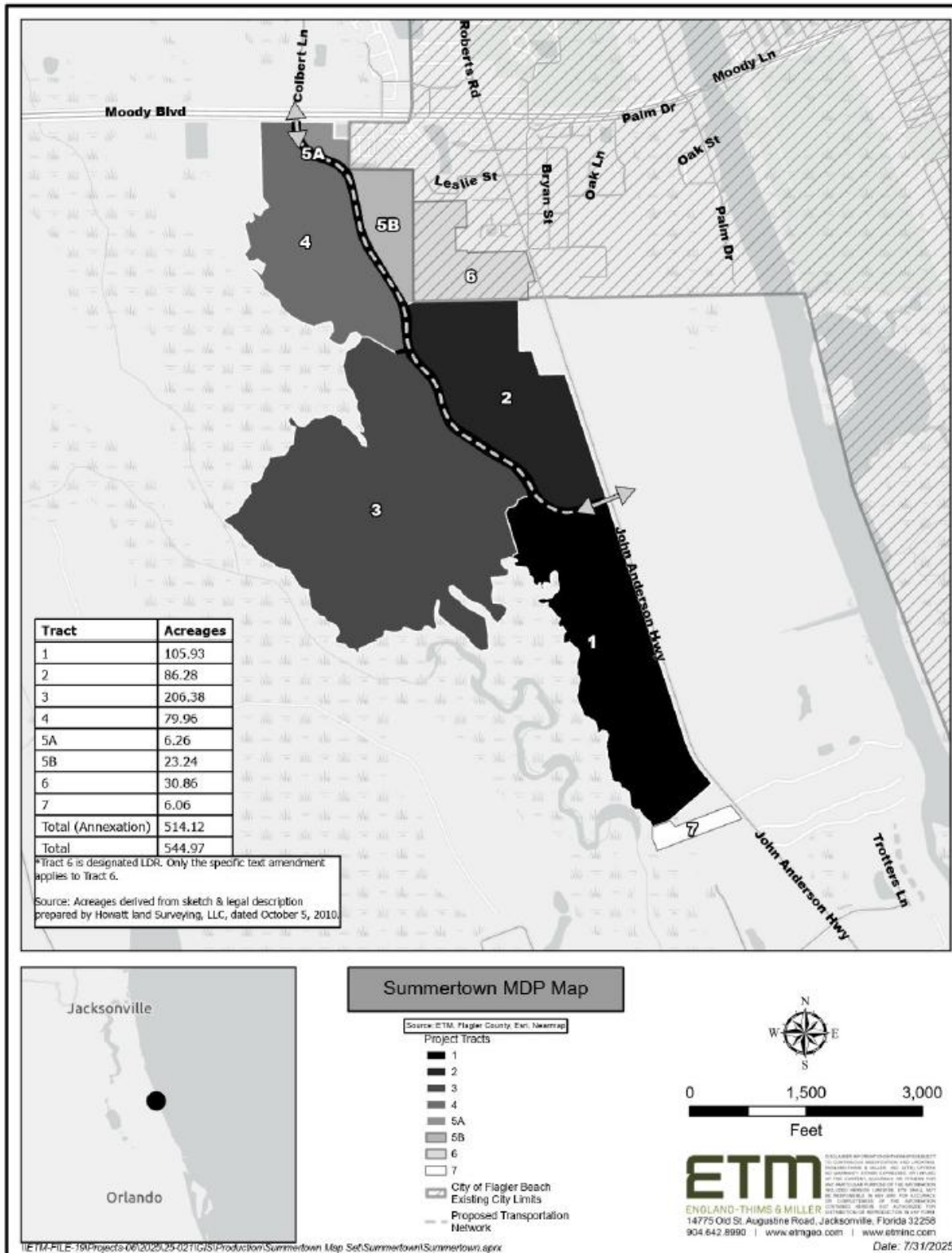
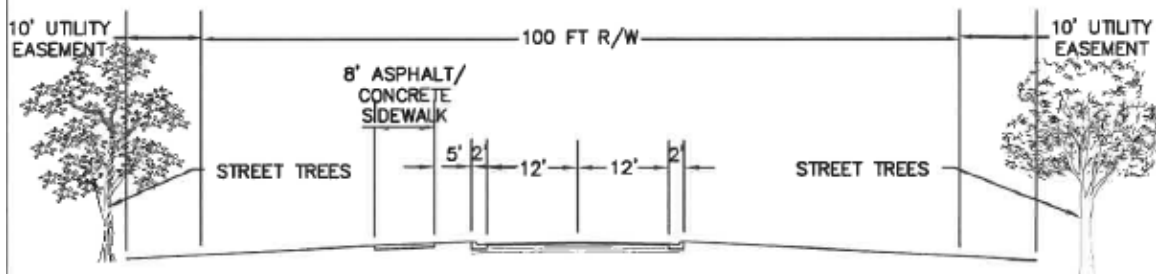


EXHIBIT “C”

EXHIBIT “D”

EXHIBIT "E"



VERANDA BAY SPINE ROAD SECTION

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynahenber.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT E

EXHIBIT "F"

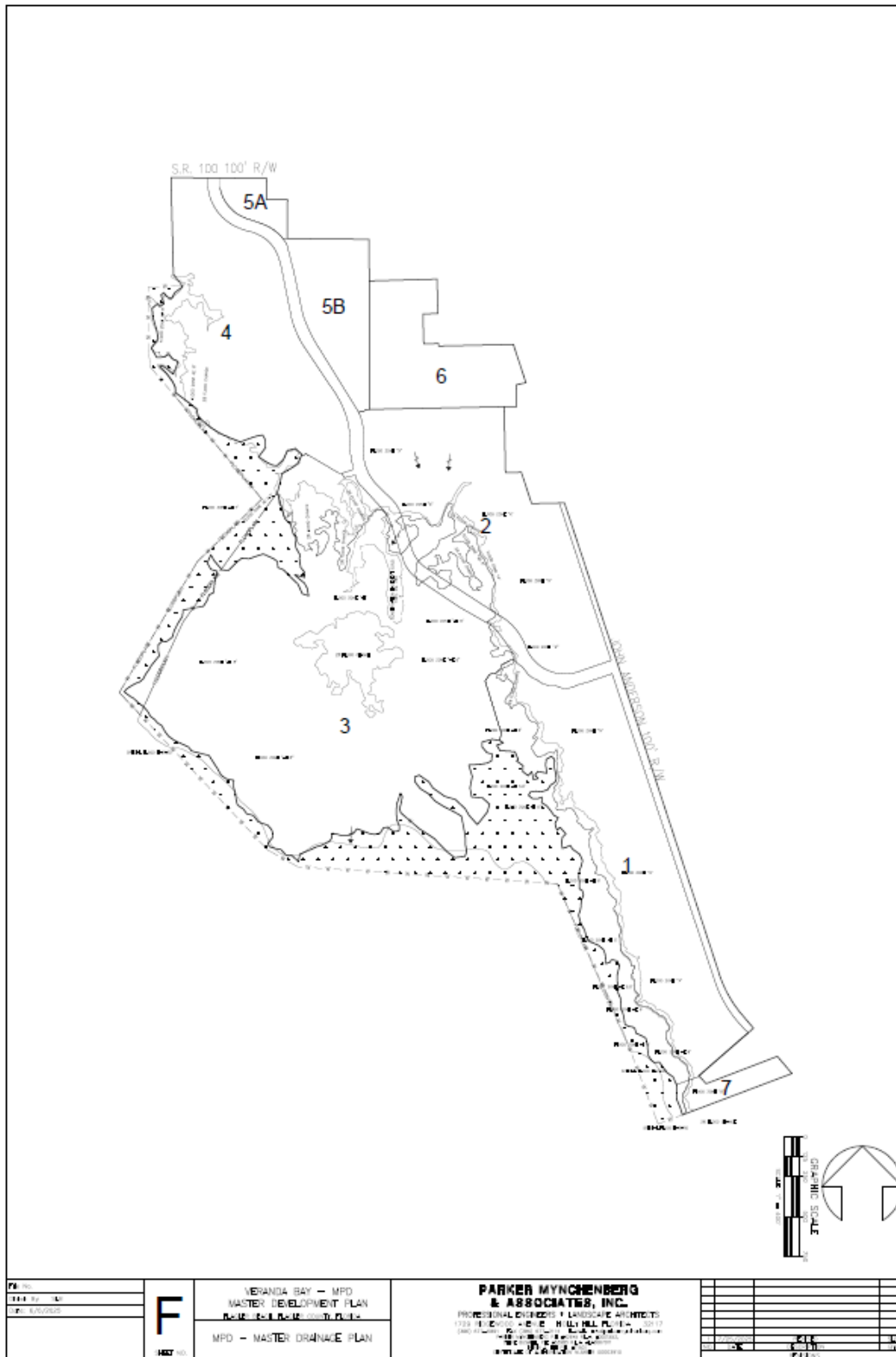


EXHIBIT “G”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs

EXHIBIT "H"



EXHIBIT “I”

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-family Detached Residential	1,067	DUs	824	0.772
Single-family Attached Residential	96	DUs	46	0.476
Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	1,332	DUs	447	0.335
Shopping and Retail	456	KSF	1,518	3.327
Recreational Community Center	22	KSF	57	2.545

		Convert To				
		SF Detached	SF Attached	Multi-Family	Shopping/Retail	Rec Comm Center
Convert From	Single-family Detached Residential	1.000	1.622	2.304	0.232	0.303
	Single-family Attached Residential	0.617	1.000	1.421	0.143	0.187
	Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	0.434	0.704	1.000	0.101	0.132
	Shopping and Retail	4.310	6.989	9.931	1.000	1.307
	Recreational Community Center	3.297	5.347	7.597	0.765	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail, multiply $50 \times 0.23 =$

11,602.00 SF

To convert 10,000 SF Shopping/Retail to Single Family Detached Residential, multiply $10,000/1000 \times 4.310$

43.00 Units



CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☒ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____ Application No.: PZR25-0002
Fee Paid: \$ _____. Date Received: _____
Employee Accepting Application (print name): _____
Rejected Date: _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Summertown
B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____
C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers
D. LEGAL DESCRIPTION: _____ Subdivision Name: _____
See attached Exhibit "A" legal description
Section: _____ Block(s): _____ Lot(s): _____
E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____
F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD
OVERLAY DISTRICT: _____
G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____
H. CURRENT USE OF PROPERTY: Vacant
I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____
J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforflie.com	E-mail Address:

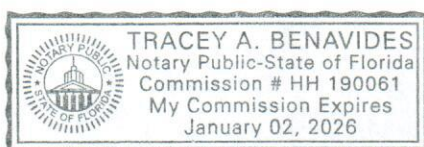
I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen William G. Allen
 Printed or typed name(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of July 20 25 by William G. Allen as Manager individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)
 Signature of Notary Public, State of Florida



WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Highway 100 Commercial, LLC

Subscribed and Sworn to (or affirmed) before me by:

By:

SIGNATURE OF OWNER
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
Manager of Highway 100 Commercial, LLC

OWNER'S NAME (Print/Type)

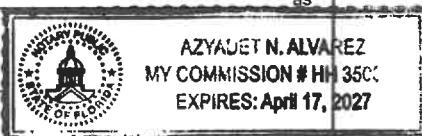
800 Highland Ave., Suite 200, Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024 Who is personally known to me or has produced
identification.

HH350861
Commission Number & Expiration

Notary Public



WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By:

Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, Manager of Highway 100 Commercial, LLC

OWNER'S NAME (Print/Type)

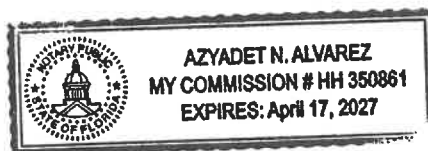
800 Highland Ave., Suite 200
Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024 Who is personally known to me or has produced
identification.

HH350861 4/17/27
Commission Number & Expiration

Notary Public



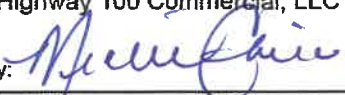
WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Highway 100 Commercial, LLC

Subscribed and Sworn to (or affirmed) before me by:

By: 

SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira
Revocable Trust, as Manager of Highway 100
Commercial, LLC

OWNER'S NAME (Print/Type)

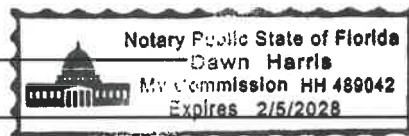
800 Highland Ave., Suite 200, Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known to me or has produced ☒ as identification.

HH 489042 2/5/28
Commission Number & Expiration


Notary Public



WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By: 

SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira
Revocable Trust, as Manager of Highway 100
Commercial, LLC

OWNER'S NAME (Print/Type)

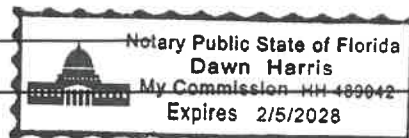
800 Highland Ave., Suite 200
Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known to me or has produced ☒ as identification.

HH 489042 2/5/28
Commission Number & Expiration


Notary Public



FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

Palm Coast Intracoast, LLC

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

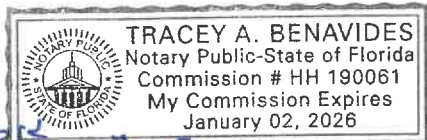
William G. Allen, Jr.
SIGNATURE OF OWNER

William G. Allen, Jr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte, NC

ADDRESS (Street, City) & Phone Number



This 31st day of JUNE, 2024, Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracey A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning.

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This _____ day of _____, 20____, Who is personally known to me or has produced _____ as identification.

Tracey A. Benavides
Commission Number & Expiration

Notary Public

FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Veranda Bay Investments, LLC

Subscribed and Sworn to (or affirmed) before me by

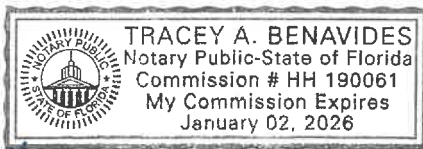
William G. Allen, Sr.
SIGNATURE OF OWNER

William G. Allen, Sr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte NC

ADDRESS (Street, City) & Phone Number



This 3rd day of JUNE, 2024. Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracey A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public



BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PZR25-0002

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE** |
| ☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT Summertown

PROJECT NAME:

PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands PROPOSED FUTURE LAND USE:	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Summertown	
PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands PROPOSED FUTURE LAND USE:	

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III		COMPANY: Chiumento Law, PLLC	
ADDRESS: 145 City Place, Suite 301			
CITY: Palm Coast		STATE: FL	ZIP: 32164
PHONE: 386-445-8900		EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: England-Thims & Miller, Inc.	
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE: 904-376-6296		EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC			
ADDRESS: 3129 Springbank Lane, #201 Charlotte NC			
CITY:		STATE:	ZIP:
PHONE: 386-986-2411		EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

Veranda Bay Investments, LLC

Palm Coast Intracoastal, LLC



SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)



Signature of Owner

7-30-25

DATE

7-30-25

DATE

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

**LEGAL DESCRIPTION
COMP PLAN AMENDMENT**

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: October 9, 2025
Item Name: Ordinance 2025-16. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Article VI of the Land Development Regulations related to Subdivisions and Platting in order to conform to Florida State Law Amendments requiring Administrative approval of plats: providing for conflicts and severability; and providing an effective date (Second [Final] Reading).

Background:

Senate Bill 784, effective July 1, 2025, requires that a plat or re-plat submitted under "the Act," be administratively approved if the plat or re-plat complies with the requirements of Florida Statutes s. 177.091. As such, Article VI, "Subdivisions," of Appendix "A," "Land Development Regulations," of the City of Flagler Beach Code of Ordinances is hereby amended to be in accordance with governing Florida Statutes and designates and appoints the City Engineer as the administrative oversight for final plats. On 09/02, the PARB recommended that the City Engineer publish a short report or (preferably) checklist confirming the plat matches the approved final plan. The City Attorney to review and determine if PARB recommendation aligns with the intent of SB 784.

The Ordinance passed first reading at the September 11, 2025, meeting. Staff has amended the ordinance to include the recommendations of the Planning Board.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance 2025-16 on final reading.

Attachments:

1. 2025-16 Final Reading 10092025
2. 2025-16 Affidavit

ORDINANCE NO. 2025-16

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ARTICLE VI OF THE LAND DEVELOPMENT REGULATIONS RELATED TO SUBDIVISIONS AND PLATTING IN ORDER TO CONFORM TO FLORIDA STATE LAW AMENDMENTS REQUIRING ADMINISTRATIVE APPROVAL OF PLATS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, s. 177.071, *Florida Statutes*, as amended by SB 784 (the “Act”), which took effect on July 1, 2025, requires that a plat or replat submitted under the Act be administratively approved if the plat or replat complies with the requirements of s. 177.091, *Florida Statutes*; and

WHEREAS, the Act requires the City of Flagler Beach to designate, by ordinance or resolution, an administrative authority to receive, review, and process a plat or replat submittal, which designation shall include designation of an administrative official responsible for approving, approving with conditions, or denying a proposed plat or replat; and

WHEREAS, the City Commission of the City of Flagler Beach acknowledges the requirements of the Act, its obligation to comply with the Act's requirements, and the preemption of the City's authority to prescribe the plat approval process as currently set forth within the City's Land Development Code; and

WHEREAS, the City Commission of the City of Flagler Beach acknowledges that it is necessary for the City to amend its Land Development Code in order to ensure consistency with the requirements of the Act; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION 2. Article VI, “Subdivisions,” of Appendix “A,” “Land Development Regulations,” of the City of Flagler Beach Code of Ordinances is hereby amended as follows (NOTE: underscore text represents additions, ~~strikethrough text~~ represents deletions, ellipses (***) represent portions of text not reprinted that remain unchanged, and normal text represents existing code language that remains unchanged):

41
42
43 **ARTICLE VI. SUBDIVISIONS**

44 **Sec. 6.00.00. General.**

45 **Sec. 6.00.01. Compliance.**

46 No subdivision of land within the city shall be approved excepting in full compliance with
47 the provisions of Sections 6.00.01 through 6.00.06 of this article.

48 **Sec. 6.00.02. Definitions.**

49 When used in Sections 6.00.01 through 6.00.06 the following terms shall have the meaning
50 indicated:

51 *Building setback line:* A line within a lot or other parcel of land, so designated on the plat of
52 the proposed subdivision, between which, and the adjacent boundary of the street upon which the
53 lot abuts, the erection of an enclosed structure or portion thereof is prohibited.

54 *Building site:* That portion of a lot or parcel embracing a building foundation.

55 *City:* The City of Flagler Beach, Florida.

56 *Collector street:* A street which carries traffic from minor streets to the major street system,
57 including the principal entrance streets or residence development and the primary circulating
58 streets within such a development.

59 *Cul-de-sac:* A minor street having one (1) open end and being terminated at the other by a
60 vehicular turnaround.

61 *Easement:* The quantity of land set aside or over which a liberty, privilege, or advantage in
62 land without profit, existing distinct from the ownership of the land, is granted to the public or
63 some particular person or part of the public.

64 *Final plat:* ~~A map or chart of a subdivision which has been accurately surveyed, and such~~
65 ~~survey marked on the ground so that streets, alleys, blocks, lots and other divisions thereof can~~
66 ~~be identified. A map or delineated representation of the subdivision of lands, being a complete~~
67 ~~exact representation of the subdivision and other information in compliance with the requirement~~
68 ~~of all applicable sections of this part and of any local ordinances.~~

69 *Lot width:* The width of the lot measured along the minimum building setback line, except
70 for lots which front on the concave side of a curving street, where the width of lot shall be
71 measured sixty (60) feet back from the front lot line.

72 *Major street:* A public thoroughfare with a high degree of traffic continuity having a width
73 established at seventy (70) feet or more by the thoroughfare plan established in the official plan
74 of the city.

Owner: Includes the plural as well as the singular and may mean either a natural person, firm, association, partnership, private corporation, public or quasi-public corporation or any combination of any of them.

Planning commission: The Planning and Architectural Review Board.

~~Preliminary plat~~Subdivision Plan: A map ~~or~~ and related documents describing a plan ~~of~~ for a proposed division or subdivision.

Street: A public or private thoroughfare which affords primary access by pedestrians and vehicles to abutting property.

Subdivision is a division of a lot, tract, or parcel of land into five (5) or more lots, or other divisions of land for the purpose; whether immediate or future, of transfer of ownership, building development, or redevelopment, including all changes in street or lot lines; provided, however, that divisions of land for agricultural purposes, in parcels of five (5) acres or more not involving any new street or easement of access, shall be exempted.

Sec. 6.00.03. Lot design standards.

The following standards shall apply to subdivisions within the city:

- (1) Lot Standards and Building Setbacks shall be in accordance with Section 2.04.02.9, Zoning Schedule Two; Lot, Yard and Bulk Regulations.
- (2) All public utility easements shall be a minimum of fifteen (15) feet in width.
- (3) All street blocks shall be a minimum of four hundred (400) feet in length.

Sec. 6.00.04. Subdivision improvements.

- (a) All street markers shall be in place showing plainly the names of the streets. Where such markers are placed at intersections, the name of each intersecting street shall be displayed on said marker.
- (b) The minimum width of right-of-way for subdivision streets in the city shall be as follows: Fifty (50) feet for secondary streets; sixty (60) feet for collectors; seventy (70) feet for thoroughfares. All streets shall be paved by the owners, and the minimum width of the paving shall be as follows: twenty-eight (28) feet for secondary streets; thirty-two (32) feet for collectors; forty-two (42) feet for thoroughfares. The owners shall also install curbs and gutters along said streets, and the minimum paved area as described above shall be measured from the back of one (1) curb to the back of the opposite curb. Paving shall consist of a six-inch base and a double surface treatment.
- (c) When required by the state board of health the owner shall install a sanitary sewage collection system that will serve all building sites as shown upon the subdivision plat. The plans for such sanitary sewage system shall be submitted to and approved by the state board of health and by the city prior to the commencement of the construction of such system.
- (d) The owner shall install a water distribution system including fire hydrants. Said system shall meet the engineering requirements and specifications required by the city for the municipal water distribution system. The plans and specifications of such water distribution system

shall be submitted to and approved by the city prior to the commencement of construction of said system.

Sec. 6.00.05. Minimum elevation.

The minimum average elevation of any building site in any subdivision in the city shall be in accordance with the requirements of Sections 4.05.00 Flood Damage Prevention through Section 4.06.05, Standards for areas of shallow flooding. The owner is hereby required to see that this minimum elevation is attained before any construction is commenced.

Sec. 6.00.06. Waterway subdivision improvements.

- (a) In the event that the owner places any covenants or restrictions on the construction of boathouses, docks and/or the development of beach property within the subdivision, such covenants and restrictions must be on the plat of record.
- (b) The minimum waterway width for waterways within the subdivision shall be seventy (70) feet from sea wall to sea wall for waterways. All waterways and adjoining "finger fills" shall be so designated and constructed as to prevent stagnation in said waterways and to enhance tidal action. If sea walls are required, the plans and specifications for the construction of said sea walls shall be submitted to and approved by the city before the commencement of said construction, and said sea walls shall be constructed along the entire length of the proposed waterway.
- (c) The maximum projection of boathouses, docks, or other projections into the waterway shall be ten (10) feet.
- (d) In the event that waterfront property is developed without the use of sea walls, then in that event the election of the property shall descend to the water level at the rate of one (1) foot of vertical descent for each twelve (12) feet of horizontal distance from the lot line to a minimum depth of five (5) feet of water at mean low water level.

Methods of enhancing tidal flow. Dead-end canals which connect to the Intracoastal Waterway or the saltwater marshes shall be prohibited. The subdivider shall indicate on the paving and drainage plans any proposed methods to augment tidal action to prevent stagnation in canals.

Sec. 6.00.07. Submission of ~~preliminary and final plans~~ subdivision plans to planning and architectural review board.

- (a) Under the existing subdivision ordinances of the city, it shall be required that an applicant, at least thirty (30) days prior to such time as such plan shall be submitted to the city commission, submit preliminary plans of the proposed subdivision to the planning and architectural review board and to the city clerk for review by the city attorney, city engineer and city building official for their comments and recommendations to the city commission. After the city commission has reviewed comments and recommendations on the preliminary plans and has made its comments and recommendations on the preliminary plans, final plans ~~for plat approval~~ shall be likewise submitted thirty (30) days prior to the time such

final plant approval is to be considered by the city commission, to the planning and architectural review board for comments and recommendations and to the city clerk for review by the city attorney, city engineer and city planning and zoning director for comments and recommendations to the city commission. Based on competent substantial evidence received during public hearing, the city commission may approve, approve with conditions, or deny the final plan.

- (b) Approval of the preliminary plans shall be construed as authority for submitting a final plans. The final plans shall conform substantially to the preliminary plans as approved, and may constitute only that portion of the approved preliminary plans which the subdivider proposes to record and develop at the time, provided that such portion conforms to all requirements of this chapter.
- (c) Approval of the final plans shall be construed as authority for submitting a final plat. The final plat shall conform to the final plan as approved by the city commission.
- (d) Final plats shall be approved in accordance with governing Florida Statutes. In accordance with governing statutes, the city engineer is designated as the administrative authority to receive, review, and process plat or replat submittals.
- (e) The city engineer shall prepare and maintain in the file with the application a checklist to ensure compliance of the plat with all applicable regulations.
- (f) The city shall use its best efforts to post on the city's website applications for final plats within seven days of receipt of such applications.

~~The commission hearing for final plat approval shall be a public hearing with notice duly published ten (10) days prior to such meeting.~~

Sec. 6.00.08. Final plat procedure. RESERVED.

- ~~(a) *Acquisition of certificate of concurrency.* Prior to submission of the final plan for review and approval, the owner or his agent must acquire a "certificate of concurrency" from the city planning and zoning director. This certificate must be submitted with the final plat before a review will be conducted by the city engineer.~~
- ~~(b) *Submission of final plat for approval.* Whenever the provisions of these regulations have been complied with and while the approval of the preliminary plat is in effect, the applicant shall submit the final plat for approval.~~
- ~~(c) *Step 1: Submission of final plat for review.* The city clerk will be responsible for securing the signatures of the city attorney and the city commissioners. It will be the applicant's responsibility to submit the final plat to the city engineer no later than three (3) weeks prior to the regularly scheduled meeting of the city commission at which it is to be considered. The final plat shall conform essentially to the preliminary plat as approved and, at the option of the subdivider, may constitute only that portion of the approved preliminary plat which he proposes to record and/or develop at the time; provided, however, that such portion conforms to all requirements of these regulations.~~

~~(d) *Step 2: City commission action.* Whenever a final plat has been submitted to the city commission and is in conformance with an approved preliminary plat and the provisions of article 7.2, the city commission shall consider and take action on the plat. Final approval by the city commission shall not be shown on the final plat until all requirements of these rules and regulations have been met, the city engineer has certified that:~~

~~(1) All improvements and installations to the subdivision required for its approval under the terms of these rules and regulations have been completed in accordance with the appropriate specifications; or~~

~~(2) A surety has been provided by the subdivider or developer to satisfy the requirements of article 6.1(3). Approval by city commission shall appear on the original tracing.~~

~~(e) *Step 3: Submission of final plat for recording.* Upon final plat approval by the city commission, the applicant shall submit the original and one (1) copy of the approved final plat to the clerk of the circuit court for recording.~~

~~(f) *Effect of approval.* Approval of the final plat by the city commission shall, upon completion of work by the subdivider or developer, be deemed an acceptance of the dedication of the streets and other public land as shown upon said plat on behalf of the public, unless otherwise indicated. However, nothing herein shall be construed as creating an obligation upon the city commission to perform any act of construction or maintenance within such dedicated area.~~

Sec. 6.00.09. Period of validation.

An approved final subdivision plat shall be considered valid so long as:

(1) Development has commenced and is continuing in good faith; or

(2) Development is progressing in accordance with a schedule specified as part of the development approval; or

(3) A period of inactivity has not occurred in excess of three (3) years.

Sec. 6.00.10. Conformance to Comprehensive Plan.

All proposed subdivisions shall conform to the City of Flagler Beach Comprehensive Plan 2000, its associated Future Land Use Map, the City Concurrency Management Plan and pertinent land development regulations.

Sec. 6.00.11. Stormwater management.

A stormwater management plan shall be provided for the subdivision. This plan shall be prepared in accordance with the interim performance and design standards specified in the city's adopted stormwater management ordinance.

Sec. 6.00.12. Planned Unit Development.

The standards and requirements of this ordinance may be modified by the city commission after recommendation by the planning and architectural review board when a plan and program is submitted for a planned unit development. This shall include innovations such as cluster

housing and mixed land use communities. The plan and program for such development shall, in the opinion of the planning commission, provide adequate open spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated and shall also provide such covenants, restrictions, financial guarantees and other legal assurances as determined necessary by the city attorney to guarantee conformity and achievement of the plan. Such a development may increase the density of the area affected, as permitted by applicable policies of the Comprehensive Plan Future Land Use element and associated Zoning Code.

Sec. 6.00.13. Internal circulation.

Dedicated roads within subdivisions must meet the city's paving standards. Subdivisions of mixed-use land uses must provide for bicycle paths and pedestrian walkways between housing and on-site commercial/recreation locations.

Sec. 6.00.14. Provision for facility sites.

Where the demands placed upon infrastructure by the subdivision will require land upon which to construct supporting infrastructure facilities (example: fire station, school, etc.), the subdivision may be required to provide a parcel of land sufficient to support the subject infrastructure facility.

Sec. 6.00.15. Demonstration that development meets land regulations.

(a) Any subdivision that currently exists within the City of Flagler Beach which has not been developed and is not currently under construction in accordance with the city's current land development regulations, and where roadways and utilities have not been constructed, is declared by the city commission to be un-developable unless within six (6) months of the effective date of this section, the developer of such a subdivision demonstrates by competent, substantial evidence to the city commission's satisfaction that development of the subdivision can meet all the land development regulations currently in effect. Unless actual construction begins within one (1) year of a favorable determination by the commission, the city's determination will expire and be of no further force nor effect.

(b) Anyone seeking a building permit in those undeveloped paper subdivisions may not rely upon the City of Flagler Beach to provide any infrastructure such as roadways and utilities.

Secs. 6.00.16—6.00.20. Reserved.

Sec. 6.01.00. Minor Subdivision and Platting.

Sec. 6.01.01. Purpose.

Minor subdivision and platting or re-platting requirements are established in order to ensure that adequate infrastructure is installed and available for development to prevent hazards due to traffic, flooding, unsanitary conditions, or other causes, permit development in an orderly physical pattern, and prevent undue burdens or cost to the public.

Sec. 6.01.02. Definitions.

"Minor subdivision" shall be the division of a parcel of land into four (4) or less parcels.

Sec. 6.01.03. Procedure.

Minor subdivision plans shall be subject to review by the planning and architectural review board and approval by the city commission in a public hearing.

Sec. 6.01.04. Criteria.

Minor subdivisions shall be reviewed and approved in accordance with the minimum lot requirements, infrastructure, access of a minimum twenty (20) feet abutting a dedicated public street and utility requirements of this Code of Ordinances. Nothing in this article shall permit the creation of any new lots which are in violation of the subdivision covenants or deed restrictions.

Sec. 6.01.05. Effect of approval.

No sale or contract for sale of lots shall be made, no dedication of streets shall be accepted, and no building permit shall be issued for construction on any parcel until a minor subdivision plan has been approved, ~~and the final plat or deed has been recorded in the public records of the county.~~

Sec. 6.01.06. Amendment of map.

The official map of the city will be amended to reflect the new lots if a new plat is recorded.

Secs. 6.01.07—6.01.27. Reserved.

Sec. 6.02.00. Subdivision Control for Manufactured and Conventional Dwellings.

Sec. 6.02.01. Definitions.

The following definitions shall apply to this article:

Conventional dwelling: A dwelling unit constructed on the site where it is to be occupied and constructed to the Standard Building Code promulgated by the Southern Building Code Congress and as adopted by the City Commission of the City of Flagler Beach, Florida.

Manufactured dwelling: A dwelling unit fabricated in a manufacturing facility and bearing a seal certifying that it is constructed to standards as adopted under the authority of F.S. Ch. 553 and the rules adopted by the Florida Department of Community Affairs. The manufactured dwelling shall be governed by the same requirements and regulations imposed on site built conventional dwellings including but not limited to: local land use and zoning requirements, fire zones, property line requirements, subdivision control, on-site installation, site preparation, clearing, grading, swales, driveways, footings/foundations, electric service installation, mechanical installation, water and sewer line installation, building setbacks, building height,

minimum square footage of living area, tree protection requirements and other architectural/aesthetic requirements identified in this article.

Sec. 6.02.02. Installation, architectural and aesthetic regulations applicable to the city.

- (a) All structures shall at a minimum be designed and constructed in accordance with section 1606 of the 1994 edition of the Standard Building Code, as published by the Southern Building Code Congress International, Inc.
- (b) All conventional and manufactured dwellings within the City of Flagler Beach shall be erected with continuous perimeter stem wall foundations or monolithic foundation floor slab systems that meet all criteria of the Standard Building Code as adopted by Flagler Beach. Exterior walls of dwellings shall bear directly on the foundation. Isolated elevated pier foundations are not permitted. Interior load bearing foundations and/or walls shall be continuous.
- (c) All dwellings within the City of Flagler Beach shall have the electrical service entrance located on the dwelling.
- (d) The exterior face of all foundation of stem wall and/or monolithic design within the City of Flagler Beach shall be architecturally finished. Examples of acceptable finishes are Portland cement stucco, brick, stone, siding materials or other durable material approved by the building department.
- (e) If the exterior face, the distance between the adjacent exterior grade and the finished floor, of any exposed foundation exceeds eighteen (18) inches in the vertical direction, landscape screening is required for foundations fronting public streets.

Sec. 6.02.03. Permits and inspections.

- (a) All dwelling units within the City of Flagler Beach must obtain a building permit from Flagler Beach prior to any site preparation, start of construction or being located on site.
- (b) All dwelling units within the City of Flagler Beach must be inspected for compliance with Flagler Beach rules and regulations and must obtain a certificate of occupancy.
- (c) Plans and specifications for manufactured dwelling units within the City of Flagler Beach must be approved by the Florida Department of Community Affairs and comply with all Flagler Beach requirements.
- (d) Plans and specifications for conventionally constructed dwelling units within the City of Flagler Beach must comply with the requirements of the Standard Building Code and all Flagler Beach regulations.

* * *

SECTION 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,

word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 4. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION 5. Conflicts. All ordinances or part thereof in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purpose of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 6. Effective Date. This Ordinance shall become after adoption in accordance with applicable law.

PASSED on first reading this 11TH day of September 2025.

PASSED AND ADOPTED this 9th day of October 2025.

City of Flagler Beach, Florida

By: _____
Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Serial Number
25-00364F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Announcement

in the matter of October 9th

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Nancy Kay Raymond

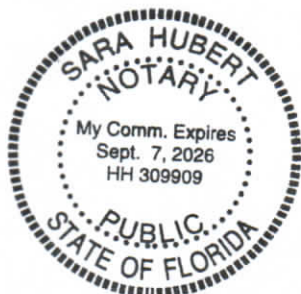
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida
(SEAL)



PUBLIC NOTICE

The City of Flagler Beach proposes to adopt the following ordinances entitled:
Ordinance 2025-16

An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Article VI of the Land Development Regulations related to subdivisions and platting in order to conform to Florida state law amendments requiring administrative approval of plats; providing for conflicts and severability; and providing an effective date.

Ordinance 2025-17

An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to signs; amending the method of calculation copy area of window signs; clarifying provisions related to event signage in public parks; providing allowance for certain event signage in city rights-of-way; providing for conflicts; providing for severability; and providing for an effective date.

Public Hearings will be conducted to consider the amendments as follows:

City Commission: Thursday, October 09, 2025 @ 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal against any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Sep. 25

25-00364F



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission

From:

Meeting Date: October 9, 2025

Item Name: City Attorney

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission

From:

Meeting Date: October 9, 2025

Item Name: City Manager

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission
From:
Meeting Date: October 9, 2025
Item Name: Commission comments, including reports from meetings attended

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

October 9, 2025



To: City Commission

From:

Meeting Date: October 9, 2025

Item Name: Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None