City Commission Regular Meeting Agenda

Thursday, January 8, 2026 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. **Proclamations and Awards**

   a. Swearing in Officer Devin Torres — Deputy Chief Blanchette, and Lieutenant Schoenbord

   b. Excellence in Policing Award to Officer Michael D. Snyder - Presnted by Sons of the American Revolution.

   c. Proclamation acknowledging the retirement of Chief Matthew P. Doughney.

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

5. **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.

6. **Consent Agenda**

   a. Approve the Workshop Minutes of December 4, 2025, and the Regular Meeting Minutes of December 11, 2025.

7. **General Business**

   a. Resolution 2025-95. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the proposal from McKim & Creed, Inc. for professional construction engineering and inspection (CEI) services for the City's Wastewater Treatment Plant Biological Nutrient Removal Improvements Project; authorizing and executing all necessary documents; and providing for an effective date.

   b. Resolution 2026-01. A Resolution by the City Commission of the City of Flagler Beach to accept the lowest responsible quote solicited by the Facilities Department and authorize the purchase of one (1) JLG ET350 Tow-Pro Series Boom Lift from Southern States Toyotalift, in the amount of $34,999.00; providing for conflict and an effective date.

   c. Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the Exhibits of the Bill of Sale attached hereto; providing for conflict and an effective date.

   d. Consider an appointment to the Personnel Advisory Review Board.

8. **Public Hearings**

a. Pre-Annexation Agreement - Summertown.

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 - (Second [Final] Reading).

c. 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 - (Second [Final] Reading).

d. 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 - (Second [Final] Reading).

e. Ordinance 2025-28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (Second [Final] Reading).

f. Ordinance 2025-29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix "A," "Land Development Regulations," establishing a process for the review of reasonable accommodation requests for certified recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date - (Second [Final] Reading).

9. Staff Reports

a. City Attorney

b. City Manager

10. 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.

11. 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.

Staff Report

City Commission Regular Meeting

January 8, 2026

To: City Commission
From:
Meeting Date: January 8, 2026
Item Name: Excellence in Policing Award to Officer Michael D. Snyder - Presnted by Sons of the American Revolution.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

1. 11052025 Nomination Letter

FLAGLER BEACH POLICE DEPARTMENT
PO BOX 36 • FLAGLER BEACH, FL 32136
(386) 517-2023 • FAX (386) 517-2022
WWW.FBPD.ORG
CHIEF MATTHEW P. DOUGHNEY

November 5, 2025

Mr. John Feind
P.O. Box 664
Flagler Beach, FL 32136

Re: Excellence in Policing Nomination Letter – Officer Michael D. Snyder

Dear Mr. Feind,

The Flagler Beach Police Department is proud to recommend **Officer Michael D. Snyder** as a candidate for recognition by the **Sons of the American Revolution**. Officer Snyder has been with our Department since October 9, 2023, and his dedication to his community, combined with his desire to make Flagler Beach a safe place to live, work and visit make him a great candidate "***Excellence in Policing Award***". Officer Snyder was born and raised in Flagler County and he is a graduate from Flagler Palm Coast High School. He is a Veteran of the United States Army and he and his family live in Palm Coast.

Between August 1, 2024 and August 1, 2025, Officer Snyder has been very proactive in addressing traffic safety issues. During the aforementioned timeframe, Officer Snyder issued two-hundred and twenty-eight (228) State Uniform Traffic Citations (UTC's), he issued five-hundred and forty-six (546) warnings, he issued eighteen (18) City parking citations and he made twenty-six (26) arrests for Driving Under the Influence (DUI). Officer Snyder takes pride in "Protecting & Serving" his community, as this is where he was raised, this is where he is raising his son, and this is where he owns a home. Officer Snyder recently received the "***Officer of the Year***" award from Crimestoppers of Northeast Florida Inc., for Law Enforcement agencies with less than twenty-four (24) sworn Police Officers.

Officer Snyder is a valuable asset to the Police Department and the City of Flagler Beach, and thank you for considering him for this prestigious award. His passion for traffic safety makes our roadways safer and I applaud his tenacity, dedication and work ethic in order to keep our community safe! If you need anything else, please feel free to contact me.

Sincerely,

Matthew Doughney
Chief of Police, City of Flagler Beach

Staff Report

City Commission Regular Meeting

January 8, 2026

To: City Commission
From:
Meeting Date: January 8, 2026
Item Name: Proclamation acknowledging the retirement of Chief Matthew P. Doughney.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:
None

City Commission Regular Meeting Minutes

Thursday, December 4, 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.

PRESENT: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioner John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale. L. Martin, City Planner Lupita McClenning and City Clerk Penny Overstreet.
ABSENT: Commissioner Eric Cooley.

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.** Mayor King led the pledge to the flag.

3. **General Business**

   a. Review and discussion of the Summertown and ~~Veranda Bay~~ Annexation. Chairman Sherman noted the discussion tonight would only involve Summertown. Attorney Chiumento reported Mr. Belshe and Flagler County Commissioner Andy Dance met and a tentative agreement was made for Mr. Belshe to sell 70% of the wetlands to the County for conservation. It must be agreed upon by the Board of County Commissioners, and they anticipate it will take about one year to approve the purchase and allocate funding. Lupita McClenning, City Planner provided an update on the ordinances sent to the Department of Commerce for review. Mrs. McClenning then addressed concerns raised in a letter received from Irwin Connely, responding to the concern regarding water and wastewater service, she stated the city has the capacity.

   Commissioner Belhumeur inquired regarding the distance of the developer's property to Bulow Creek. Attorney Chiumento responded there are only a couple of areas that are near the creek, with the County purchasing the wetland area, the development will be thousands of feet away from the creek. Commissioner Belhumeur inquired what the spine road construction triggers is. Attorney Chiumento responded to the issue of a certificate of Occupancy (CO) of the 150th home. He added a portion of the road will be completed before that in the commercial area close to SR 100. Commissioner Belhumeur inquired about the dedicated parks. Attorney Chiumento stated there will be a dedicated park area on John Anderson. Commissioner Belhumeur inquired about the traffic studies. Attorney Chiumento responded the studies all three have been completed and updated and submitted to the Florida Department of Transportation and are under review. Attorney Cunningham asked whether parking would be provided on the land to be donated as a park on John Anderson. Attorney Chiumento responded we haven't been requested that by staff. Commissioner Belhumeur stated those details would be under staff review after they donated the land to the City.

   Chairman Sherman so it was stated it may take up to two-years for the County to purchase the 70% of wetlands, are you saying you would not go in and clear cut that area. Mr. Chiumento stated it was not their intention to clear cut the entire property.

   Lupita McClenning reported the open space and conservation land, open space 40% includes conservation, buffers and wetlands are passive recreation reserved land and conservation areas.

   Chairman Sherman opened public comments: John Noble commented on the noise of construction that is already occurring. Matt Hathaway spoke of the building on AE flood plains and suggested if the current officials vote yes, it will look poorly on them. He feels all the AE Flood Plain property should not be permitted

to be built on, and he wants transparency of how much AE land there is, and how much it is proposed to be built on.

Flagler County Commissioner Andy Dance spoke of his conversation with Mr. Belshe and reported now that it is approximately 70% of those wetlands that the County will hopefully be able to purchase. Mr. Dance stated they are in the application process with the Florida Forever Program. Mr. Dance stated this must go before the County Commission and be voted on, the City Attorney will present it to the BOCC Mr. Martin, suggested a letter of support for the County Grant application. Commissioner Belhumeur asked if there was a scheduled meeting before the application deadline. Mr. Dance responded no, this is the first step to giving them all the data. Mr. Dance reported they will meet on December 15th to answer questions. RJ Santore read a prepared statement. Suggested another workshop before 2nd reading of the ordinances and asked if the property could be annexed without the AE flood zone property. Caleb Hathaway stated he is glad to hear of the development of the potential sale of 70% of the AE flood zone to the County for conservation. Concerned of the increase in the housing cap from the 400's to over 1,600. Melanie Thompson is very glad to hear of the potential sale of wetlands to the County and wants the spine road to not dump out on John Anderson. John Tanner, representing Bullow Creek Inc. stated the abundance of wildlife in the corridor is a rare gem in Florida. Spoke of the scenic designation of John Anderson Hwy. and feels the additional traffic should be kept off the road. Sandra Shelties spoke of the original overpass that was a requirement for the Ginn Co. Barbara Revels excited the developer would sell 70% of the AE Flood Plain and feels there should be additional compensatory. Mrs. Revels feels that the documents with the developer should state no clearing no fill added to the AE area and it should be in HOA documents as well. Chairman Sherman closed public comments.

Attorney Chiumento responded to the comments about the spine road and the multiple studies done that say the spine road is necessary to reduce traffic on John Anderson or the people speaking here tonight would have to cut through the neighborhoods to get to the commercial areas. Attorney Chiumento stated there never was a requirement for the overpass, the renderings from the Gin Corp were of an overpass for golf carts, not vehicles, and they were renderings.

Mr. Tanner stated the commission did not require the overpass, but the staff had recommended it.
Chair Sherman asked Attorney Smith if we should meet with Mr. Tanner and Mr. Chiumento. Attorney Smith advised it is not our role to mediate. Yes, I encourage them to meet, but that is not our role.
Ken Belshe surprised he had to speak tonight, he spoke of a conversation he had with Mr. Tanner before the meeting tonight and Mr. Tanner said to Mr. Belshe that everything is all good and the concerns were addressed with the potential sale of the 70% of wetlands to the County and they shook hands and now he is backing out of that statement.

4. **Adjournment.** Commissioner Belhumeur put forth an amotion to adjourn the meeting at 6:33 p.m.

_____

James Sherman, Chairman

_____

Penny Overstreet, City Clerk

City Commission Regular Meeting Minutes

Thursday, December 11, 2025 at 5:30 PM

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

PRESENT. Chairman James Sherman, Vice-Chair Rick Belhumeur, Commissioners Eric Cooley and John Cunningham, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, City Engineer Bill Freeman, and City Clerk Penny Overstreet.

ABSENT. Mayor Patti King and Commissioner Scott Spradley

1. **Call the meeting to order:** Chairman Sherman called the meeting to order at 5:35 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 Cunningham led the pledge to the flag.

3. **Deletions and changes to the agenda.** The Commission reached a consensus to move Item's 7a and 7b to be heard before the General Business items.

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

   None.

5. **Consent Agenda**

   a. Approve the Minutes of the November 13, 2025, meeting, which was continued to November 20, 2025, to complete business.

   b. 2026 Holiday Schedule

   c. 2026 Meeting Schedule

   Motion by Commissioner Belhumeur to approve the consent agenda. Commissioner Cooley seconded the motion. The motion carried unanimously.

   The agenda moved to Item 7a.

6. **General Business**

   a. Resolution 2025-103. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Contract Extension with My Three Sons Fireworks Company for Fireworks Displays on New Year's Eve and the Fourth of July; providing for conflict and an effective date.

   Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the request to extend the contract for future New Year's Eve dates including 2027, 2028, and 2029 and to include Independence Day in 2027. Discussion ensued regarding the term.

   Motion by Commissioner Belhumeur to approve Resolution 2025-103. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. RJ Santore advised he could share information on window cancelation in contracts. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

b. Resolution 2025-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing and approving the South-Central Water Main Replacement Project – Phase 2, accepting Mead & Hunt as the Consultant to assist with the Design, Permitting, and Bidding for the project, in an amount not to exceed $59,696.00, providing for conflict and an effective date.

Attorney Smith read the title of the resolution into the record. Mr. Martin advised there is an option to extend the design down to S. 12th Street or down to S. 28th Street, for an additional approximate amount of $40,000. Discussion ensued and the Commission reached a consensus to take no action and have staff return to Mead and Hunt for a revised scope to design the project to S. 28th Street.

c. Resolution 2025-93. 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 project on South Central Avenue; approving a project budget in the amount of $232,060.00; providing that this resolution supersedes and replaces resolution 2025-74 in its entirety; providing for funding, implementation, conflict, and an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Martin advised that District 5 Florida Department of Transportation has pledged to fund the repaving of S. Central Avenue between S. 9th St. and S. 23rd St. and requesting the City manage the construction of the paving. Commissioner Cunningham referred to Resolution 2025-74, asking if the additional four (4) additional streets were being paved. Mr. Martin responded no this would remove those from the scope and extend the paving of S. Central down to S. 28th. Commissioner Cunningham inquired about road failure on S. Central. Bill Freeman, City Engineer, said they would investigate the concern. Mr. Martin stated any base failure would be addressed before the resurfacing is done.

Commissioner Belhumeur motioned to approve with a condition to the approval; prior to the commencement of construction City staff to ensure the roadbed is stable prior to construction. Commissioner Cunningham seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

Recess at 7:03
Reconvene at 7:19 p.m.

Commissioner Cunningham thanked City of Bunnell Vinnie Mahdeo for coming out to assist Flagler Beach staff with a water line break.

d. Resolution 2025-94. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award a contract for Stormwater Drainage Maintenance Services on Palm Circle to DDS Enterprises LLC; approving a project budget in the amount of $71,444.40; providing for funding, implementation, and an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed the request. Commissioner Belhumeur stated this is a maintenance project. Commissioner Belhumeur suggested staff could do this and is not in favor of the proposal. Commissioner Cunningham agreed with Commissioner Belhumeur and suggested having staff clean out the trench drains with the vac truck. Commissioner Cooley suggested approving the contract and then have staff clean the trench drains with the vac truck. Mr. Freeman advised staff has other responsibilities and call outs. He cannot dedicate a full staff all the time to a project of this size. Commissioner Belhumeur commented once the trenches are cleaned the ditches may not need to be dug. Commissioner Cooley replied so vac the drains first and then see if the reshaping of the swales is needed. Mr. Martin said we will do as directed. Mr. Freeman reported some of the residents have filled the swales and we do not have the proper grade that is needed.

Motion by Commissioner Cooley to approve Resolution 2025-24. Commissioner Sherman passed the gavel and seconded the motion. Vice-Chair Belhumeur opened public comment. No comments were offered. Vice-Chair Belhumeur closed public comment. The motion failed two to two with Commissioners Belhumeur and

Cunningham voting no. The Commission reached a consensus to direct staff to utilize the vac truck to cleans the trench drains.

e. Resolution 2025-96. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the purchase of Sanitary Sewer Manhole Structural Rehabilitation and Repair Services from Engineered Spray Solutions, LLC, through a Piggyback Agreement Utilizing JEA Contract No. JEA11199; Authorizing the City Commission to execute all necessary documents; and providing an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Freeman reported this is our ongoing replacement of manhole rings and covers that have been identified as susceptible to infiltration. Discussion ensued regarding amending the list and the manholes not being the main cause stormwater infiltration.

Motion by Commissioner Cooley to approve Resolution 2025-96. Commissioner Belhumeur seconded the motion. Chairman Sherman opened public comments. RJ Santore asked if there were reports to show if there has been an improvement from the manholes that have been replaced. Mario E. Loaiza, P.E., McKim & Creed, spoke of the bulk contributions, ground water, and stormwater but when a spike is noted, it is from stormwater. Mr. Loaiza reported the data did not go to zero but there was a significant reduction. Chairman Sherman closed public comments. The motion carried three to one, with Commissioner Cunningham voting no.

f. Resolution 2025-106. A Resolution by the City Commission of the City of Flagler Beach Approving an Adjustment for Municipal Solid Waste Disposal Fees Effective January 1, 2026; providing for conflict and an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed the request, stating we can absorb the request and it will not be passed on to the residents. Greg Hunugton, Waste Management of Florida, stated they acquired the Transfer Station from Environmental Land Services in 2024. A contract was in place that did not have built in annual increases.

Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. Motion by Commissioner Belhumeur to approve Resolution 2025-106. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

g. Resolution 2025-98. A Resolution by the City Commission of the City of Flagler Beach, Florida, setting the qualifying period for the 2026 Municipal Election, providing for conflict and effective date.

Attorney Smith read the title of the resolution into the record. Penny Overstreet, City Clerk reviewed.

Commissioner Belhumeur motioned to approve Resolution 2025-98. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

h. Resolution 2025-99. A Resolution by the City Commission of the City of Flagler Beach approving Change Order No. 02 to the contract with Vecellio & Grogan, Inc. for the Flagler Beach Fishing Pier Replacement Project, providing for an increase in contract price of $144,201.67 and an extension of 40 contract days; providing for conflict and an effective date.

Attorney Smith read the title of the resolution into the record. Maksim Milovidov, P.E. reviewed the actions that brought the need for the change order. Discussion ensued regarding the electrical fire.

Motion by Commissioner Cooley to approve Resolution 2025-99. Commissioner Cunningham seconded the motion. Chairman Sherman opened public comments. RJ Santore provided comments. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

i. Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of $46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Martin introduced Matt Clark, P.E., a representative from McKim and Creed to review a Power Point presentation, and noted Edgar Fernandez, is here to review the State Fund Revolving Loan the City has obtained. Mr. Clark reviewed a presentation that included why the new plant is needed, the current and proposed site layout, how the estimated cost went from $18 to $46 million, how the cost will be funded, why we should not re-bid the project and the next steps. The Commission posed questions that included project completion time, direct purchasing, and conversion of existing equipment. Brett LeFever, President, L7 Construction, stated construction completion is estimated at about 700 days, and the City could make direct purchases to save on cost. Mr. Freeman advised the city has already planned to convert one of the clarifiers. Edgar Fernandez reviewed the history of the funding requests and the budget trends regarding federal and state funding. Chairman Sherman requested a timeline for the project plan moving forward.

Motion by Commissioner Cooley to approve Resolution 2025-92. Commissioner Belhumeur seconded the motion. Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

j. Resolution 2025-100. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a corrective easement between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purpose of leasing the infrastructure, providing for conflict and effective date.
Attorney Smith read the title of the Resolution into the record. Mr. Martin and Attorney Smith reviewed the request.

Motion by Commissioner Belhumeur to approve Resolution 2025-100. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

k. Resolution 2025-101. A Resolution by the City Commission of the City of Flagler Beach approving the Mitigation Sales Agreement for the mitigation credits totaling $180,562 with Green Wing, LLC for the South Flagler Avenue Stormwater Improvement Project; providing for conflict and an effective date.

Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed.

Motion by Commissioner Belhumeur to approve Resolution 2025-101. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

l. Resolution 2025-104. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the application and acceptance of a Florida Department of Law Enforcement (FDLE) Grant for the cash advance purchase of four (4) drones in compliance with Rule 60GG-2.0075 of the Florida Administrative Code, total cost of the drones is $100,000, with the grant covering 100% of the cost, and approving Axon Enterprise, Inc. as a sole source vendor; providing for conflict and an effective date.

Attorney Smith read the title of the Resolution into the record.

Motion by Commissioner Belhumeur to approve Resolution 2025-104. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 7d.

7. Public Hearings

a. Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (Second [Final] Reading).

Attorney Smith read the title of the Ordinance into the record. Reported the email from Commissioner Spradley requesting the item moved to the January 08, 2025, agenda as he cannot attend tonight's meeting due to illness. Attorney Smith advised the Officials the Purchase Sale Agreement stipulates a 60-day time frame to approve the ordinance. Attorney Smith reported he reached out to Mr. Ryan's council to see if they were inclined to extend agreement, they were agreeable. Attorney Smith advised if you approve the table, the motion needs to include time and date certain of January 8, 2026, at 5:30 p.m. or soon thereafter in these Chambers.

Motion by Commissioner Belhumeur to table Ordinance 2025-28 to date certain of January 8, 2026, at 5:30 p.m. or soon thereafter in these Commission Chambers and included is the approval of the Second Amendment to Purchase and Sale Agreement. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. RJ Santore suggested the Commission adopt a Charter amendment to codify a unanimous vote to overturn the proposed deed restrictions. Chairman Sherman closed public comments. Chairman Sherman inquired if a Charter amendment could be included on the March 2026 ballot. Clerk Overstreet responded no, there is not enough time for public notice and to hold two hearings for ordinance adoption by the deadline to submit ballot items. The motion carried unanimously, after a roll call vote.

b. Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (First Reading).

Attorney Smith read the title of the Ordinance into the record. Mr. Martin reviewed request. Attorney Gowan representing Grandview Flagler Partners, LLC, the applicant, reviewed the request. Alex and Ray Barshay spoke of the building alterations they are requesting approval for and reviewed slides of design. They reported their excitement about the Boardwalk and A-Frame renovations. The discussion turned to deck awning/covering. Commissioner Cunningham asked about parapet panels to screen the A/C units inquiring if they would bear wind load. Alex Barshay responded possibly they could construct a 3-foot kick wall with artistic rendering to cover the mechanical equipment that would meet the code for wind load. Attorney Smith advised the Officials you are only discussing what's in the lease, when they build it will be permitted and must meet code. Discussion ensued regarding the roof sign. Commissioner Belhumeur stated the roof sign is non-conforming grandfathered, and any changes excluding refacing the sign would trigger the loss of its current grandfather status. The rendering appears to show a larger sign they will have to amend that. Commissioner Belhumeur asked if the shade structure is free standing or attached. Alex Barshay responded there would be a flashing connection to the roof, which is not structural. Mr. Martin reported the Capital Improvements and maintenance of those improvements would be the responsibility of the tenant. Mr. Martin spoke of the previous maintenance issues, that were slow in process due to the purchasing policy, which was amended, that was the genesis of this request, so now they want to take on more responsibility for maintenance. Ray Barshay said we are willing to take that on, and the lease extension secures the investment. Commissioner Cooley stated a discussion of the lease having an extension of the term and not a competitive market adjustment. Attorney Smith responded those terms are included because of the investment they are putting in, adding the 3% of $1 million gross is what makes the lease amount competitive. Commissioner Cooley still wanted the ability to amend terms if the market rises to a certain threshold. Attorney Smith advised we could work with them and possibly keep the terms there and

discuss rate. Mr. Barshay asked if the rate could go down as well, Commissioner Cooley responded yes. Commissioner Belhumeur inquired that the current lease extensions expire in 2037, with the revised lease what are the extensions. Mr. Martin responded if they make use of extension option, it will take it to 2057. Attorney Smith advised the motion would be to approve, with directions to the attorneys to see if they can come back with something that considers the market rate during any extensions.

Commissioner Cooley approved the motion. Vice Chairman Belhumeur seconded the motion. Chairman Sherman opened public comment. No comments were offered. Public comment was closed. Motion carried unanimously, after a roll call vote.

c. Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

City Planner, Lupita McClenning, reviewed the request advising to approve the request it must meet all six (6) of the following criteria:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district.
2. That the special conditions and circumstances do not result from the actions of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Ms. McClenning stated in accordance with design guidelines that support a walkable community, the Planning and Architectural Review (PAR) Board recommended the City Commission deny the variance. Vice Chairman Belhumeur asked for confirmation that all six items on the variance standards list had to exist. Attorney Smith confirmed that was correct. Commissioner Cunningham asked for confirmation that there was originally a drive thru and the PAR Board recommended denial which was confirmed. Ms. McClenning shared that the Applicant had submitted a technical review site plan that does not have a drive thru. Applicant Jim Bang, Vice Chairman of Barwick Bank Co. and a resident of Flagler Beach shared history of the bank and its involvement with the community. He explained they were asking for the variance based on a hardship for customers who may not be able to walk into the bank. The Commission continued discussion about the request and conditions that had to be met.

Motion by Commissioner Cooley to deny the variance based off rules 1,2,3,4, and 6. Vice Chairman Belhumeur seconded the motion. Chairman Sherman opened public comment. No comments were offered. Public comment was closed. Motion carried unanimously, after a roll call vote.

The agenda moved to Item 6a.

d. Ordinance 2025- 29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix “A,” “Land Development Regulations,” establishing a process for the review of reasonable accommodation requests for certified

recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date (First Reading).

Attorney Smith read the title into the record and explained the need for the ordinance.

Vice Chairman Belhumeur motioned to approve. Commissioner Cooley seconded the motion. Chairman Sherman opened public comment. No comments were offered. Public comment was closed. The motion carried unanimously, after a roll call vote.

8. Staff Reports

a. City Attorney. Wished all a Merry Christmas and a Happy New Year.

b. City Manager. Reported he will hold a Holiday Potluck, and the Mayor would be delivering Christmas Dinners on Christmas Eve.

Clerk: Qualifying opens tomorrow and runs through December 18th.

9. Commission Comments

a. Commission comments, including reports from meetings attended.

Commissioner Belhumeur requested Engineering add an apron to the sidewalk that was added at the Water tower.

b. Public comments regarding items not on the agenda.

Chairman Sherman opened public comment. Melanie Thompson asked the Commission to table the Summertown information at the January 8th meeting since they would be dealing with the golf course, annexation, and comp plan. Attorney Smith clarified only one annexation item would be on that agenda. Public comment was closed.

10. Adjournment. Commissioner Cooley put forth a motion to adjourn the meeting at 9:09 p.m.

_____

James Sherman, Chairman

_____

Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	January 8, 2026
Item Name:	Resolution 2025-95. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the proposal from McKim & Creed, Inc. for professional construction engineering and inspection (CEI) services for the City's Wastewater Treatment Plant Biological Nutrient Removal Improvements Project; authorizing and executing all necessary documents; and providing for an effective date.

Background:

The City of Flagler Beach has initiated the Wastewater Treatment Plant Biological Nutrient Removal (BNR) Improvements Project to modernize its wastewater treatment facilities, reduce nutrient discharges, and comply with evolving state environmental regulations, including Florida Senate Bill 64 (2021).

To ensure successful implementation and quality assurance during construction, the City advertised a Request for Qualifications (RFQ) and Proposal solicitation for Professional Construction Engineering and Inspection (CEI) Services under Bid No. FB-25-0414.

The City received only one proposal. City staff reviewed the proposal and upon evaluation, McKim & Creed, Inc. was determined to be the most qualified and responsive firm to provide CEI services for this critical project.

McKim & Creed's proposal, dated May 28, 2025, includes a comprehensive scope of services covering project management, on-site construction observation, engineering office support, and monitoring of funding requirements. The project's estimated construction duration is approximately 23 months (700 days).

Fiscal Impact:

McKim & Creed, Inc. submitted a proposed total fee of $1,386,840.00 for CEI services. Funding for this contract will be provided through a combination of Clean Water State Revolving Fund (CWSRF) financing and applicable grant funding associated with the Wastewater Treatment Plant Improvements Project. The cost is included in the overall project budget previously approved by the City Commission.

Staff Recommendation:

Staff recommends that the City Commission:

1. Adopt Resolution 2025-95, accepting the proposal from McKim & Creed, Inc. for Professional Construction Engineering and Inspection (CEI) Services for the Wastewater Treatment Plant Biological Nutrient Removal Improvements Project (City Project No. 219) in the amount of $1,386,840.00; and
2. Authorize and execute all necessary agreements, purchase orders, and documents associated with this award, subject to review and approval by the City Attorney.

Attachments:

1. Resolution for CEI Services McKim and Creed
2. Proposal from McKim and Creed for CEI Services
3. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) CONTRACT W/ MCKIM AND CREED EDITS

RESOLUTION 2025-95

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM MCKIM & CREED, INC. FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE CITY'S WASTEWATER TREATMENT PLANT BIOLOGICAL NUTRIENT REMOVAL IMPROVEMENTS PROJECT; AUTHORIZING AND EXECUTING ALL NECESSARY DOCUMENTS; AND PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach ("City") issued a Request for Qualifications and Proposals for Professional Construction Engineering and Inspection (CEI) Services related to the City's Wastewater Treatment Plant Biological Nutrient Removal (BNR) Improvements Project; and,

WHEREAS, McKim & Creed, Inc., submitted a proposal dated May 28, 2025, in response to the City's solicitation (Bid No. FB-25-0414; City Project No. 219), outlining their qualifications and scope of services to provide professional CEI services for this project; and,

WHEREAS, after evaluation of the proposals received, City staff recommend awarding the CEI services contract to McKim & Creed, Inc. as the most qualified and responsive consultant; and,

WHEREAS, the total proposed fee for these services is $1,386,840.00, with the project scope and terms consistent with the proposal dated May 28, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby accepts the proposal from McKim & Creed, Inc. to provide Professional Construction Engineering and Inspection (CEI) Services for the City's Wastewater Treatment Plant Biological Nutrient Removal Improvements Project (City Project No. 219) in the amount of $1,386,840.00, as recommended by staff.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. 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 5. 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 8th day of January, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

November 10, 2025

Bill Freeman, P.E.
City Engineer
City of Flagler Beach
Via Email: bfreeman@cityofflaglerbeach.com

251871

RE: Wastewater Treatment Plant Improvements
Professional Construction Engineering and Inspections Services
Bid No. FB-25-0414, City Project No. 219

Dear Bill,

On behalf of the entire team at McKim & Creed, we thank the City for this opportunity to assist with the Construction Engineering and Inspection (CEI) Services of the City's Wastewater Treatment Plant Biological Nutrient Removal (BNR) Project. We deeply understand how impactful this project is for the City and are grateful to have earned your continued trust in being your partner.

The table below summarizes our proposed tasks, time, and materials fees associated with the CEI services. For additional details on the scope and schedule, please see **Attachment A – Scope of Services Summary**. Fees are summarized below and detailed by subtasks and month in **Attachment B – Fee Schedule**.

Task Description	Lump Sum Fee	Expenses	Total Task Fee
Task 1 Project Management Services	$115,938.00	$-	$115,938.00
Task 2 On-Site Construction Observation and Meetings	$651,719.00	$32,700.00	$684,419.00
Task 3 Engineering Office Support	$402,866.00	$-	$402,866.00
Task 4 Monitoring of Funding Requirements	$57,540.00	$-	$57,540.00
Task 5 Contingency	$122,807.00	$3,270.00	$126,077.00
Total Proposed Fee	**1,350,870.00**	**$35,970.00**	**$1,386,840.00**

This proposal includes all services identified in the bid solicitation and others that, through our experience, are vital to the project's success. A project of this size and nature will require diligent coordination with all stakeholders, such as the City, Contractor, and Engineer-of-Record.

After you review the details of our proposal, please let me know if you would like to schedule a time to discuss.

Sincerely,

Mario E. Loaiza, P.E., F.ASCE
Regional Manager

Charles Hill, P.E., BCEE
Client Manager

Attachment A – Scope of Services Summary
Attachment B – Fee Schedule
Attachment C – Project Schedule

ATTACHMENT A
SCOPE OF SERVICES SUMMARY

City Bid No.:	**FB-25-0414**
City Project No.:	**219**
Proposal No.:	**251871**
Project Name:	**WWTP Improvements CEI Services**
Project Jurisdiction:	**City of Flagler Beach, Florida**
Proposal Date:	**November 10, 2025**

Pursuant to the Request for Qualifications broadcast by the City of Flagler Beach, Florida ("City") on April 9, 2025, McKim & Creed, Inc. ("Consultant") submitted a qualifications statement and proposal on April 28, 2025. This Scope of Services is provided to the City for professional Construction Engineering and Inspection (CEI) services associated with the City's Wastewater Treatment Plant Biological Nutrient Removal (BNR) Improvements Project ("Project"), which was designed by others.

A. PROJECT UNDERSTANDING

The City broadcast an Invitation to Bid (Bid Number ITB-FB-25-0303-0-2025/PO) on March 6, 2025, to collect qualified contractors' proposals to construct the City's Wastewater Treatment Plant (WWTP) Biological Nutrient Removal (BNR) Improvements Project. This Project's design was prepared by others (CPH) to address several key objectives:

- Reduce the quantity of nitrogen and phosphorus nutrients in the WWTP's effluent, reducing the nutrient load on the receiving water body (Intracoastal Waterway).
- Take a step forward in producing effluent of a high quality that could broaden the possible disposal options in the future, in response to Florida Senate Bill 64 (2021), which requires all WWTPs that discharge to surface waters to evaluate and implement systems to eliminate said discharge.
- Replace equipment at the end of its service life to increase reliability.
- Provide a higher level of monitoring and control for the operators of the WWTP.

Improvements to the WWTP will include many specialized disciplines, including earthwork, cast-in-place concrete structures, process mechanical, heavy and general electrical, instrumentation, controls, and Supervisory Control and Data Acquisition (SCADA) systems. Understanding this, the City has requested a proposal from the Consultant to perform Construction Engineering and Inspection (CEI) services for the Project. The goal is to monitor construction activities for conformity with the Contract Documents. For the purpose of scoping, **the Project's construction duration is expected to last 23 months (700 days)**, with services leading up to and following construction activities.

B. PROPOSED SCOPE

The following pages outline our proposed scope of services, deliverables, and fees associated with the Project. These services will be performed after a Notice to Proceed has been issued in a written work or purchase order.

It is McKim and Creed's experience that developing a strong relationship between the Owner, Contractor, Engineer-of-Record, and CEI Engineer is essential to the Project's success. The City should carefully consider the services provided by the Engineer-of-Record and the CEI Engineer to ensure no overlap or gap in services. In addition, there are services that would potentially place the CEI Engineer in a position to become a successor engineer pursuant to Florida Statutes and are best left to the Engineer-of-Record. Where those exceptions to this scope of service are intended, they are noted below. However, it is our intention to partner with the Engineer-of-Record to provide seamless services to the City.

TASK 1 PROJECT MANAGEMENT

SUBTASK 1.01 PROJECT MANAGEMENT

1. The Consultant will provide project management services, including contract administration, budget management, monthly invoices, monthly status reports, and coordination with the City.
2. The Consultant will maintain a SharePoint Site to share and distribute construction-related documents. If directed by the City, the Consultant will utilize the City's "Monday.com" service to share and distribute construction-related documents instead of a SharePoint Site.
3. The Consultant will provide, through this task, the following Deliverables:
    a. Monthly Invoices and Project Status Reports.

SUBTASK 1.02 PRECONSTRUCTION DOCUMENT REVIEW

1. The Consultant will review issued construction documents, including plans, specifications, and the engineer's opinion of probable construction costs (EOPCC). The review will identify potential issues with the contract documents that might require clarification, field orders, change orders, constructability, and operational impacts. The review will be performed by the discipline leads who will be utilized for CEI services to maintain familiarity with the Project.
2. This task does not include the preparation of addenda, change orders, field orders, or any other change directives. Change Management is provided under other Tasks. As a cursory review, the review is not intended to provide a detailed review of the Engineer-of-Record's design calculations or estimates. The Consultant will memorialize the review and distribute it to the City for their use.
3. The Consultant will provide, through this task, the following Deliverables:
    a. Preconstruction Document Review Memo.

SUBTASK 1.03 VALUE ENGINEERING ASSISTANCE

1. The Consultant will assist the City with Value Engineering Services associated with the Project. Following the Preconstruction Document Review, specific portions of the Project that may benefit from Value Engineering will be identified and transmitted to the City for review.
2. The Consultant will provide services for reviewing the Contractor's Value Engineering proposals, assist with negotiations, and provide recommendations.
3. This review is not intended to change the design or intent of the Engineer-of-Record, and any recommendations shall be thoroughly reviewed with the Engineer-of-Record for conformity to their design and intent.
4. The Consultant will provide, through this task, the following Deliverables:
    a. Recommendations for Value Engineering Proposals.

TASK 2 ON-SITE CONSTRUCTION OBSERVATION AND MEETINGS

The Consultant will assist the City through the construction of the Project with on-site construction observations and meetings.

SUBTASK 2.01 PRE-CONSTRUCTION CONFERENCE

1. The Consultant will attend two (2) pre-construction conferences between the City, Contractor, and any other identified stakeholders.
2. The Consultant will administer the meeting at a City facility and prepare the agenda and minutes for the meeting.
3. The Consultant will review and approve the preliminary schedule of shop drawings and submittals, the initial schedule of values, and the construction schedule for the Project.
4. The Consultant will provide, through this task, the following Deliverables:
    a. Meeting Agendas and Minutes.

SUBTASK 2.02 CONSTRUCTION PROGRESS MEETINGS

1. The Consultant will attend up to forty-six (46) construction progress meetings with the City and Contractor. For the basis of this task, it is assumed that a progress meeting will be held every two weeks from the issuance of the Notice to Proceed to the Contractor to Project Closeout.
2. The Consultant will administer the meetings at a City facility and prepare the agenda and minutes for the meeting.
3. The Consultant will provide, through this task, the following Deliverables:
    a. Meeting Agendas and Minutes.

SUBTASK 2.03 RESIDENT PROJECT REPRESENTATIVE

1. The Consultant will provide a part-time Construction Administrator/Resident Project Representative (RPR) on-site for the schedule provided. For the basis of this task, it is assumed that the construction duration will not exceed 23 months (700 days) and that on-site RPR inspections are limited to the total hours represented in **Attachment B**. It is estimated that the RPR, specialized inspection staff, and support staff will average 24.4 hours per week dedicated to this task, and hours over which are represented in **Attachment B** will be considered additional services, subject to scope and fee amendment. Reference **Attachment B** for an estimated schedule breakdown of labor throughout the Project.
2. The Consultant will provide support services of specialized technical disciplines for inspecting project components such as structural, electrical, instrumentation, and controls. **Attachment B** for an estimated breakdown of labor throughout the Project.
3. The RPR, through additional observations of the Contractor's work and field checks of materials and equipment, will endeavor to provide additional protection for the City against defects and deficiencies in the work. The RPR will act as the City's agent at the site and act as directed by and under the supervision of the Consultant.
4. The duties and responsibilities of the RPR are described as follows:
    a. Conduct limited on-site observations of the Contractor's work in progress, at the intervals identified, to assist the City in determining if the work in general is progressing according to the Contract Documents.
    b. Prepare site visit reports recording, at the time of the visit, weather conditions, site visitors, activities, equipment, and personnel on the site, as well as field decisions, general observations, changed conditions, and delays.
    c. Review testing procedures for conformity to Section 01410 of the Project Manual.
    d. Advise the City of the commencement of the Contractor's work outside of the Contract Documents or approved submittals.
    e. Advise the City whenever the Contractor's work is behind schedule or is not tracking according to the schedule outlined in the Contract Documents.
5. The Consultant will provide, through this task, the following Deliverables:
    a. Daily Inspection Reports (for days when onsite)
    b. General or specific correspondence with the City on the progress of the work.

SUBTASK 2.04 SUBSTANTIAL COMPLETION WALKTHROUGH

1. The Consultant will perform one (1) Substantial Completion Inspection with the Contractor and City. The Consultant will provide an opinion on the completeness of the Work.

2. If the Work is found to be "substantially complete", the Consultant will review and execute the "Engineer" portion of the "Certificate of Substantial Completion", as found in the Project Manual. The Consultant will prepare and provide the City with a punch-out list of items to be completed or corrected.
3. The Consultant will provide, through this task, the following Deliverables:
   a. Certificate of Substantial Completion
   b. Punch-Out List

SUBTASK 2.05 PROJECT CLOSEOUT

1. The Consultant will perform one (1) Final Completion Inspection with the Contractor and City. The Consultant will provide an opinion on the completeness and acceptability of the Work.
2. The Consultant will review and execute the "Engineer" portion of the "Notice of Acceptability of Work", as found in the Project Manual. Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals, or other pertinent forms to the regulatory authority having jurisdiction (FDEP), will not be completed by the Consultant, and must be completed by the permitting engineer (Engineer of Record).
3. The Consultant will provide one (1) review of Contractor As-Built Records for completeness, accuracy, and conformity to Contract Document Requirements. The Consultant will provide the results of this review to the City.
4. The Consultant will provide, through this task, the following Deliverables:
   a. Notice of Acceptability of Work
   b. Reviewed and Redlined Contractor As-Built Records

TASK 3 ENGINEERING OFFICE SUPPORT

The Consultant will assist the City with engineering support, such as submittal reviews, and assisting with the response to the Contractor's Requests for Information (RFI). Interpretations that may impact design intent will be forward to the Engineer-of-Record for review and response.

SUBTASK 3.01 SUBMITTAL REVIEW

1. The Consultant will review and provide a response to submitted shop drawings, schedules, samples, and other data. For the basis of this task, up to one hundred-fifty (150) submittals will be reviewed, with one (1) re-review of each submittal.
2. Submittals associated with portions of the project that are grant or SRF-funded will be evaluated against funding requirements.
3. The Consultant will provide the City or other stakeholders the ability to comment on all Contractor submittals.
4. The Consultant will maintain a log of submittal reviews with assigned numbering.

5. The Consultant will only review submittals for conformance with the Contract Documents. The Consultant will advise the City of conflicts that arise during the submittal review that cannot be resolved by the Contract Documents and that require additional clarification or technical changes to the Contract Documents by the Engineer-of-Record.
6. The Consultant will provide, through this task, the following Deliverables:
    a. Reviewed Contractor Submittals
    b. Updated Submittal Logs

SUBTASK 3.02 REQUESTS FOR INFORMATION (RFI)

1. The Consultant will review and provide a written response to the Contractor's Requests for Information (RFI). For the basis of this task, up to fifty (50) RFIs will be reviewed.
2. The Consultant will provide the City or other stakeholders with the ability to comment on all Contractor RFIs.
3. The Consultant will maintain a log of RFIs with assigned numbering.
4. The Consultant will only review RFIs against the Contract Documents. The Consultant will advise the City of conflicts that arise during the RFI review that cannot be resolved by the Contract Documents and that require additional clarification or technical changes to the Contract Documents.
5. The Consultant will provide, through this task, the following Deliverables:
    a. Written clarifications to RFIs
    b. Updated RFI Logs

SUBTASK 3.03 CHANGE MANAGEMENT

1. The Consultant will provide recommendations to the City on Field Orders on proposed changes to the Work, which do not change Contract terms nor require technical clarification from the City's Engineer of Record. For the basis of this task, it is assumed that the Work will require no more than fifteen (15) Field Orders.
2. The Consultant will provide recommendations to the City on Change Orders on proposed changes to the Work, which do change Contract Terms or Documents. The Consultant will provide general services towards the review of Contractor proposals, assist with negotiations, and provide recommendations. The Consultant will review and sign the "Engineer" portion of the "Work Change Directive", as found in the Project Manual. For the basis of this task, it is assumed that the Work will require no more than twenty (20) Change Orders.
3. The Consultant will maintain a log of Field Orders and Change Orders with assigned numbering.
4. The Consultant will advise the City of conflicts that require additional clarification or technical changes to the Contract Documents.
5. The Consultant will provide, through this task, the following Deliverables:

a. Written recommendations on Field Orders.

b. Written recommendations for Work Change Directives.

c. Updated Change Management Logs

SUBTASK 3.04 PAY APPLICATION REVIEW

1. The Consultant will review the Applications for Payment against installed and stored quantities with the Contractor and City. For the basis of this task, it is assumed that the Work will require no more than twenty-three (23) Applications for Payment.
2. The Consultant will recommend payment to the City or, if necessary, provide grounds for rejection.
3. The Consultant will maintain a pay application schedule.
4. The Consultant will provide, through this task, the following Deliverables:
   a. Recommendations for Applications for Payment

TASK 4 MONITORING OF FUNDING REQUIREMENTS

The new master lift station, equalization basin, and equalization pump station will be grant-funded. The remainder of the Project is to be funded by CWSRF. At the direction of the City, the Consultant will provide services to monitor funding requirements.

SUBTASK 4.01 INTERVIEWS AND REVIEW OF SITE DOCUMENTATION

1. The Consultant will review the wage determination and, during periodic visits, evaluate whether the required posters are displayed on the work site.
2. The Consultant will conduct interviews with the Contractor and subcontractor workers for compliance with Davis-Bacon & Labor Standards requirements. Interviews would include questions about what kind of work the employee performs, their pay rate, fringe benefits, and other information outlined in the standard required forms. Interviews will be performed to cause minimal disruption in their work and are to be confidential. They will be conducted at mobilization, at regular intervals during construction, whenever a new subcontractor begins work, and after the work before demobilization. For the basis of this task, it is assumed that the Work duration and staffing will require no more than thirty-six (36) interviews.
3. The Consultant will maintain a log of interviews.
4. Potential noncompliance issues will be brought to the attention of the City and Contractor so that the Contractor can promptly address and rectify the issues.
5. The Consultant will provide, through this task, the following Deliverables:
   a. Documented Davis-Bacon / Labor Standards Interviews

SUBTASK 4.02 REVIEW OF CONTRACTOR CERTIFIED PAYROLLS

1. The Consultant will review Contractor Certified Payrolls for wage compliance, to evaluate whether the workers are correctly listed on the payrolls for the days, work classification, and pay rate. The Consultant will also review the Certified Payrolls for compliance with funding agency requirements. For the basis of this task, it is assumed that the review of Payroll will be performed weekly, up to one hundred (100) payrolls.
2. Potential noncompliance issues will be brought to the attention of the City and Contractor so that the Contractor can promptly address and rectify the issues.
3. The Consultant will provide, through this task, the following Deliverables:
    a. Reviewed of Contractor's Certified Payroll

TASK 5 CONTINGENCY

1. The Consultant will provide continuous services through the Project and the construction of the improvements. Task Orders amendments can take four to six weeks from proposal to approval; therefore, an additional ten percent (10%) contingency is reserved for the Project.
2. The contingency will be utilized only to provide transfers of funds to Tasks where the rate of expenditure is projected to exceed available funds. The Consultant will provide notice to the City prior to any transfers.

C. SUBCONSULTANTS

1. The Consultant is not proposing to utilize specialized sub-consultants' services.

D. MILESTONES AND SCHEDULE

1. Through the solicitation ITB-FB-25-0303-0-2025/PO and other communications, the preliminary Project Schedule is included in **Attachment C**.
2. To provide ample time to perform all services described herein, all tasks shall be completed by twenty (26) months after receipt of the Notice to Proceed through an executed work/purchase order. This will allow the Consultant to provide services before the Contractor's services through final completion and closeout.
3. If additional time and services are required due to delays or issues encountered during construction, the Consultant can provide an amended scope for the City.

E. ASSUMPTIONS

1. With notice, the City will provide the Consultant with the following information and services, and the Consultant may reasonably rely on this information for use on the project:
    a. Access to facilities and properties related to the Project.

b. Copies of Contract Documents prepared by others (“Issue for Bid”, “Released for Construction”).

c. Copies of existing permits and regulatory correspondence related to the Project.

d. Copies of existing record drawings and plans related to the Project area.

e. Copies of agreements related to the Project. This could include agreements between the City, Contractors, other engineers, or local, state, or federal agencies.

f. Copies of the City utility construction standards and details.

2. The following services related to the project are not included in this Scope of Services:

a. Any testing or laboratory testing services. Section 01410 of the project manual outlines that anticipated testing is to be provided by the Contractor. If the City requests additional testing, the Consultant can offer the amendment to this Scope and Fee.

b. Any survey, SUE, or design services related to the Project. The Engineer of Record has performed these services. If the City requests additional surveys or SUE, the Consultant can provide an amendment to this Scope and Fee.

c. Operational support services could include updating the facility's Standard Operating Procedures (SOP), process control, or O&M manuals beyond those supplied by the contractor. If the City requests additional operational support, the Consultant can provide an amendment to this Scope and Fee.

d. Certification of any engineering calculations or design. It is anticipated that a project of this size may require additional Professional Engineering design services that could change the Engineer-of-Record’s design. Rule 61G15-27.001, F.A.C., outlines the requirements for an engineer to become a successor engineer, including acceptance of all professional and legal responsibility. It is recommended that the City continue to retain the services of the Engineer-of-Record to address questions about their design and intent. This will provide the most efficient use of the budget and schedule, while reducing the risks associated with a successor engineer.

e. Preparation of Certified “Record Drawings”.

F. PROPOSED FEE AND PAYMENT

1. The Consultant proposes to provide the professional consulting services described herein at the established lump sum fees outlined in the table below. Lump sum fees will be invoiced on a percentage of the project's completion. Expenses will be invoiced at the rate incurred with backup documentation.
2. Costs are computed by the Consultant's 2025 Rate Schedule. A complete copy of this Rate Schedule can be provided at request.
3. The total effort estimated is based on a construction duration of 700 days per the Contract Documents issued by the City and Engineer of Record. The consultant has allocated additional effort for pre- and post-construction activities. If the construction duration is extended or the Consultant's efforts are expended at a rate greater than estimated, an amendment to the task order may be required to complete the services described herein.
4. Mileage Expenses are calculated at the IRS business standard mileage rate in effect at the time of the expense occurrence.
5. The Consultant reserves the right to move approved funds between Tasks (such as Task 5 Contingency) to other Tasks. The Consultant will provide prior notice to the City of any transfers.
6. The proposed totalized fees for the service described are summarized as follows:

Task Description	Lump Sum Fee	Expenses	Total Task Fee
Task 1 Project Management Services	$115,938.00	$-	$115,938.00
Task 2 On-Site Construction Observation and Meetings	$651,719.00	$32,700.00	$684,419.00
Task 3 Engineering Office Support	$402,866.00	$-	$402,866.00
Task 4 Monitoring of Funding Requirements	$57,540.00	$-	$57,540.00
Task 5 Contingency	$122,807.00	$3,270.00	$126,077.00
Total Proposed Fee	**1,350,870.00**	**$35,970.00**	**$1,386,840.00**

7. **Attachment B** includes a complete proposed fee breakdown.

END OF ATTACHMENT A
SCOPE OF SERVICES SUMMARY

Task		Principal	Project Manager III (Civil/Mech)	Technical Specialist III (Structural)	Technical Specialist I (Elec)	Technical Specialist I (I&C)	Technical Specialist I (Process)	Project Engineer II (Civil/Mech)	Construction Administrator III		Sn Project Admin	Total Hours	Total Labor Lump Sum Fee	Direct Expenses	Total Fee
		$ 334.00	$ 256.00	$ 311.00	$ 268.00	$ 268.00	$ 268.00	$ 195.00	$ 184.00	$ -	$ 117.00				
Task 1 Project Management Services															
1.01	Project Management	8	34	4	4	4		22			60	136	$ 26,074.00	$ -	$ 26,074.00
1.02	Preconstruction Document Review		14	40	40	40	40	68			8	250	$ 62,380.00	$ -	$ 62,380.00
1.03	Value Engineering Assistance	4	22	14	14	14		42			4	114	$ 27,484.00	$ -	$ 27,484.00
Task 1 Subtotal		**12**	**70**	**58**	**58**	**58**	**40**	**132**			**72**	**500**	**$ 115,938.00**	**$ -**	**$ 115,938.00**
Task 2 On-Site Construction Observation and Meetings															
2.01	Pre-Construction Conference	16	10	5	8	5		10	6		8	68	$ 16,933.00	$ 1,100.00	$ 18,033.00
2.02	Construction Progress Meetings		138	12	12	12		138	92		46	450	$ 94,712.00	$ 1,700.00	$ 96,412.00
2.03	Resident Project Representative			120	120	120	30	111	1752		187	2440	$ 475,572.00	$ 27,700.00	$ 503,272.00
2.04	Substantial Completion Walkthrough	1	13	15	18	27		17	27		6	124	$ 29,372.00	$ 1,100.00	$ 30,472.00
2.05	Project Closeout	1	13	15	26	23		40	30		3	151	$ 35,130.00	$ 1,100.00	$ 36,230.00
Task 2 Subtotal		**18**	**174**	**167**	**184**	**187**	**30**	**316**	**1907**		**250**	**3233**	**$ 651,719.00**	**$ 32,700.00**	**$ 684,419.00**
Task 3 Engineering Office Support															
3.01	Submittal Review		170	100	140	140		225			150	925	$ 211,085.00	$ -	$ 211,085.00
3.02	Requests of Information		63	40	56	56		80			50	345	$ 80,034.00	$ -	$ 80,034.00
3.03	Change Management		91	32	36	36		92			35	322	$ 74,579.00	$ -	$ 74,579.00
3.04	Pay Application Review		23					46	92		46	207	$ 37,168.00	$ -	$ 37,168.00
Task 3 Subtotal			**347**	**172**	**232**	**232**		**443**	**92**		**281**	**1799**	**$ 402,866.00**	**$ -**	**$ 402,866.00**
Task 4 Monitoring of Funding Requirements															
4.01	Interviews and Review of Site Docs		36						76		80	192	$ 32,560.00	$ -	$ 32,560.00
4.02	Review of Contractor Certified Payroll		8								196	204	$ 24,980.00	$ -	$ 24,980.00
Total			**44**						**76**		**276**	**396**	**$ 57,540.00**	**$ -**	**$ 57,540.00**
Task 1 though 4 Subtotal		**30**	**635**	**397**	**474**	**477**	**70**	**891**	**2075**		**879**	**5928**	**$ 1,228,063.00**	**$ 32,700.00**	**$ 1,260,763.00**
Task 5 Contingency													$ 122,807.00	$ 3,270.00	$ 126,077.00
Total		**30**	**635**	**397**	**474**	**477**	**70**	**891**	**2075**		**879**	**5928**	**$ 1,350,870.00**	**$ 35,970.00**	**$ 1,386,840.00**

Expense Summary

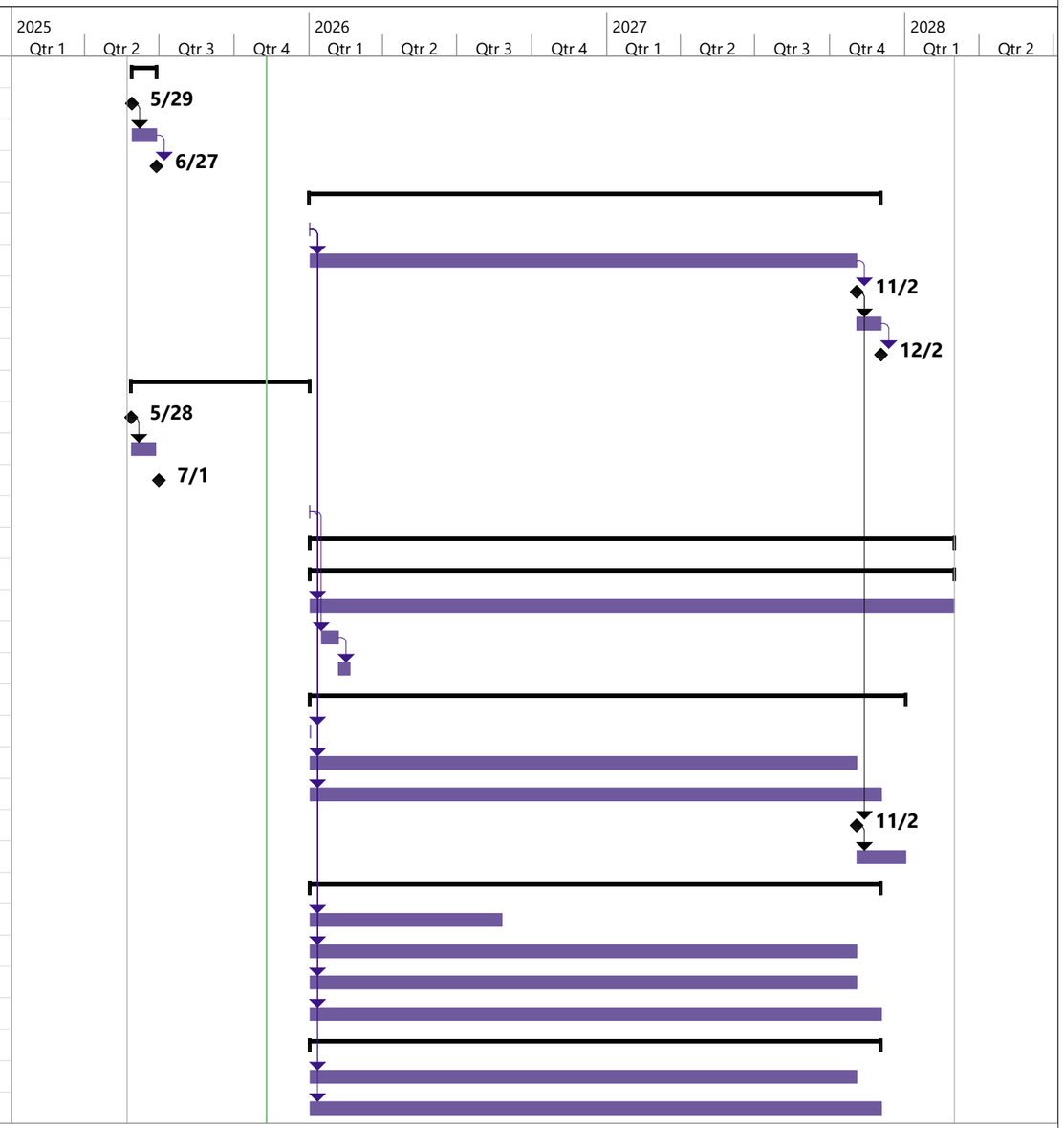
Task		Mileage	Lodging									Total Direct Expense
Task 1 Project Management Services												
1.01	Project Management											$ -
1.02	Preconstruction Document Review											$ -
1.03	Value Engineering Assistance											$ -
Task 1 Subtotal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2 On-Site Construction Observation and Meetings												
2.01	Pre-Construction Conference	$ 500.00	$ 600.00									$ 1,100.00
2.02	Construction Progress Meetings	$ 1,700.00										$ 1,700.00
2.03	Resident Project Representative	$ 24,500.00	$ 3,200.00									$ 27,700.00
2.04	Substantial Completion Walkthrough	$ 500.00	$ 600.00									$ 1,100.00
2.05	Project Closeout	$ 500.00	$ 600.00									$ 1,100.00
Task 2 Subtotal		**$ 27,700.00**	**$ 5,000.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 32,700.00**
Task 3 Engineering Office Support												
3.01	Submittal Review											$ -
3.02	Requests of Information											$ -
3.03	Change Management											$ -
3.04	Pay Application Review											$ -
Task 3 Subtotal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 4 Monitoring of Funding Requirements												
4.01	Interviews and Review of Site Docs											$ -
4.02	Review of Contractor Certified Payroll											$ -
Task 4 Subtotal												$ -
Total		$ 27,700.00	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,700.00

Construction Year/Quarter	Y1	Q1		Y1	Q2		Y1	Q3		Y1	Q4		Y2	Q1		Y2	Q2		Y2	Q3		Y2	Q4	Total
Construction Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Task 2.03 Resident Project Representative																								
Principal																								
Project Manager III (Civil/Mech)																								
Technical Specialist III (Structural)						8	8	8	8	8	8	16	16	16	8	8	8							120
Technical Specialist I (Elec)									10	10	10	20	20	20	10	10	10							120
Technical Specialist I (I&C)															16	16	16	24	24	24				120
Technical Specialist I (Process)																				10	10	10		30
Project Engineer II (Civil/Mech)	3	3	3	3	3	3	6	6	6	6	6	6	6	6	6	6	6	6	6	6	3	3	3	111
Construction Administrator III	48	48	48	72	72	72	72	72	72	96	96	96	96	96	96	96	96	96	72	72	72	48	48	1752
Sn Project Admin	5	5	5	8	8	8	8	8	8	10	10	10	10	10	10	10	10	10	8	8	8	5	5	187
Task 2.03 Total Hours	**56**	**56**	**56**	**83**	**83**	**91**	**94**	**94**	**104**	**130**	**130**	**148**	**148**	**148**	**146**	**146**	**146**	**136**	**110**	**120**	**93**	**66**	**56**	**2440**

Attachment C

Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Procurement of Contractor**	**30 days**	**Thu 5/29/25**	**Fri 6/27/25**	
2	Bid Due Date	0 days	Thu 5/29/25	Thu 5/29/25	
3	Contract Review	30 days	Thu 5/29/25	Fri 6/27/25	2
4	Contract Award	0 days	Fri 6/27/25	Fri 6/27/25	3
5	**Contractor's Schedule**	**701 days**	**Thu 1/1/26**	**Thu 12/2/27**	
6	Notice to Proceed	1 day	Thu 1/1/26	Thu 1/1/26	
7	Construction	670 days	Fri 1/2/26	Tue 11/2/27	6
8	Substaintial Completion	0 days	Tue 11/2/27	Tue 11/2/27	7
9	Punchout	30 days	Wed 11/3/27	Thu 12/2/27	8
10	Final Completion	0 days	Thu 12/2/27	Thu 12/2/27	9
11	**Procurement of CEI Services**	**219 days**	**Wed 5/28/25**	**Thu 1/1/26**	
12	Scope and Fee Submitted	0 days	Wed 5/28/25	Wed 5/28/25	
13	Contract Review	30 days	Wed 5/28/25	Thu 6/26/25	12
14	Contract Award	0 days	Tue 7/1/25	Tue 7/1/25	
15	Notice to Proceed	1 day	Thu 1/1/26	Thu 1/1/26	
16	**CEI Services**	**790 days**	**Fri 1/2/26**	**Wed 3/1/28**	
17	**Task 1 - Project Management Services**	**790 days**	**Fri 1/2/26**	**Wed 3/1/28**	
18	Subtask 1.1 - Project Management	790 days	Fri 1/2/26	Wed 3/1/28	15
19	Subtask 1.2 - Preconstruction Document Review	21 days	Fri 1/16/26	Thu 2/5/26	15FS+14 days
20	Subtask 1.3 - Value Engineering Assistance	14 days	Fri 2/6/26	Thu 2/19/26	19
21	**Task 2 - On-Site Construction Observation and Meetings**	**730 days**	**Fri 1/2/26**	**Sat 1/1/28**	
22	Subtask 2.1 - Pre-Construction Conference	1 day	Fri 1/2/26	Fri 1/2/26	6
23	Subtask 2.2 - Construction Progress Meetings	670 days	Fri 1/2/26	Tue 11/2/27	6
24	Subtask 2.3 - Resident Project Representative	700 days	Fri 1/2/26	Thu 12/2/27	6
25	Subtask 2.4 - Substantial Completion Walkthrough	0 days	Tue 11/2/27	Tue 11/2/27	8
26	Subtask 2.4 - Project Closeout	60 days	Wed 11/3/27	Sat 1/1/28	25
27	**Task 3 - Engineering Office Support**	**700 days**	**Fri 1/2/26**	**Thu 12/2/27**	
28	Subtask 3.01 - Submittal Review	235 days	Fri 1/2/26	Mon 8/24/26	6
29	Subtask 3.02 - Requests for Information	670 days	Fri 1/2/26	Tue 11/2/27	6
30	Subtask 3.03 - Change Management	670 days	Fri 1/2/26	Tue 11/2/27	6
31	Subtask 3.04 - Pay Application Review	700 days	Fri 1/2/26	Thu 12/2/27	6
32	**Task 4 - Monitoring of Funding Requirements**	**700 days**	**Fri 1/2/26**	**Thu 12/2/27**	
33	Subtask 4.01 Interviews and Review of Site Documentation	670 days	Fri 1/2/26	Tue 11/2/27	6
34	Subtask 4.02 - Review of Contractor Certified Payrolls	700 days	Fri 1/2/26	Thu 12/2/27	6



Project: WWTP Improvements C
Date: Mon 11/10/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

CONSTRUCTION ENGINEERINGAND INSPECTION (CEI) CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the "City"), and McKim & Creed, Inc., hereafter called "Consultant," whose address is 139 Executive Circle, Suite 201 Daytona Beach, Florida 32114 (the "Consultant").

W I T N E S S E T H :

WHEREAS, the City requires the services of a Professional Engineer to perform Construction Engineering & Inspection for the Flagler Beach Wastewater Treatment Plant [WWTP] (hereinafter referred to as the "Project"); and

WHEREAS, on April 14, 2025 the City issued RFQ #FB 25-0414; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in the Consultant's submitted response, the City has selected the Consultant to perform the construction engineering and inspection services; and

WHEREAS, on May 7, 2025, the City issued a Notice of Intent to Award this Contract to the Consultant; and

WHEREAS, the Consultant has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to the Consultant Scope of Work that affects the Contract Price and/or the Contract Time.

Amendment means a written instrument signed by the City and the Consultant, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City's Representative means City Project Manager, or its successor designated in writing.

Codes mean building and other codes applicable to the Project.

Contract means this CEI Contract and all Exhibits, and all amendments thereto.

Contract Documents means the documents identified in Article 5 of this Contract.

Contract Price means the Consultant's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Day means a calendar day.

Design Team means, collectively, any architect of record, engineer of record, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Consultant means McKim & Creed, Inc

Engineer of Record means the Professional Engineer who is in responsible charge of the engineering documents.

Governmental Authority means any federal, state, local, and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing the Consultant to proceed with Work, which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or the Consultant or both, respectively, to this Contract.

Project means the Construction Engineering & Inspection for the Flagler Beach Wastewater Treatment Plant.

Site means Wastewater Treatment Plant, 2000 Avenue A, Flagler Beach, Florida 32136

Subcontract means a written agreement, in a form acceptable to the City, between the Consultant and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with the Consultant to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Work means all work to be performed by the Consultant under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2. SCOPE OF WORK

2.1 The Consultant agrees to diligently provide all Construction Engineering and Inspection (CEI) services, materials, and labor (the "Work") for the performance of Construction Engineering & Inspection for the Flagler Beach Wastewater Treatment Plant, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. **Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.**

ARTICLE 3. TERM

3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4. CONTRACT PRICE

4.1 The City shall pay the Consultant for the CEI services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed one million three hundred eighty-six thousand eight hundred forty dollars and zero cents ($1,386,840.00) (referred to herein as the "Contract Price").

ARTICLE 5. CONTRACT DOCUMENTS

5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and the Consultant and which are made a part hereof by this reference, shall consist of the following:

5.1.1 This Contract, including all the Exhibits and amendments hereto.

5.1.2 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:

A. Notice to Proceed.

B. Scope of Work Amendments.

5.2 **Intent.** The intent of the Contract Documents is to assist in the Consultant's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, , and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being

necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6. CONTRACT TIME

6.1 **Commencement of Contract Times.** The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.

6.2 **Time for Performance.** The Consultant shall achieve completion within the timeframes specified in the Contract Documents, or as extended by approved Scope of Work Amendments.

6.3 **Time is of the Essence.** The Consultant acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements set forth in this Contract and in the Project Schedule.

ARTICLE 7. PAYMENT PROCEDURES

7.1 **Invoices**. The Consultant shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized Scope of Work Amendments. Each invoice shall be accompanied by supporting documentation. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case the Consultant shall resubmit a corrected invoice.

7.2 **Billing Address.** Unless otherwise agreed to in writing by both Parties, the Consultant shall submit invoices to: Finance Department, City of Flagler Beach, 105 S. Second Street, Flagler Beach, FL 32136,

7.3 **Progress Payments.** The City shall make periodic payments to the Consultant based on the actual Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice**.**

7.4 **Final Payment.**

7.4.1 The City's acceptance of Consultant's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Consultant's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

7.5 **Interest.** All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.

ARTICLE 8. CONSULTANT'S REPRESENTATIONS

8.1 The Consultant hereby represents the following:

8.1.1 The Consultant is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.

8.1.2 The Consultant has visited the Project Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

8.1.3 .The Consultant is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 9. CITY'S RESPONSIBILITIES

9.1 **City's Representative.** The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.

9.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required for the Consultant to complete the Work. The Consultant shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10. CONSULTANT'S RESPONSIBILITIES

10.1 **Consultant's Representative**. The Consultant will designate a qualified Professional Engineer to oversee and perform all of the tasks required as identified in the RFQ and described herein.

ARTICLE 11. INSURANCE; INDEMNITY

11.1 **Indemnity.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and/or persons employed or utilized by the Consultant in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. The Consultant's obligations under this Section shall in no way limit the City's other rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.

11.2 **Insurance.** the Consultant shall not commence any Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, the Consultant shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. The Consultant's failure to maintain coverage as required herein shall not relieve the Consultant of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by the Consultant and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant and the Subcontractors under a contract.

ARTICLE 12. TERMINATION

12.1 **Termination by the Consultant.**

12.1.1 If: (A) without good cause, the City shall fail for a period of Ninety (90) Days after the due date to make payment on the undisputed portion of any approved the Consultant invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of the Consultant, then the Consultant immediately shall serve City with written notice thereof.

12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within Ninety (90) Days after such notice; or (2) if the delay described in Section 12.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by the Consultant by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to the Consultant's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and the Consultant shall be compensated in the manner and to the extent set forth in Section 12.4. hereof.

12.2 **City's Right to Perform CEI's Obligations.** If the Consultant fails to fulfill any obligations under this Contract, including obligations to perform Work using the Consultant's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to the Consultant, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 **Termination by the City for Cause.**

12.3.1 The occurrence of any one of the following events shall constitute a "For-Cause Event" by the Consultant under this Contract. If the Consultant:

A. Is adjudged bankrupt.

B. Makes a general assignment for the benefit of the Consultant's creditors.

C. Has a receiver appointed on account of the Consultant's insolvency.

D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.

E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.

F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between the Consultant and the Subcontractors or suppliers.

G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.

H. Refuses to allow public access to any documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.

I. Is otherwise in breach of a material provision of this Contract.

12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City, if any, seven (7) Days' written notice, terminate this Contract and may finish the CEI duties by whatever reasonable method the City may deem expedient.

12.3.3 If the City terminates this Contract for cause pursuant to this Section, the Consultant shall not be entitled to receive further compensation. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to the Consultant, excluding monies owed to the Consultant for subcontract Work.

12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.

12.4 **Termination by City for Convenience.**

12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to the Consultant a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof, specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by the

Consultant prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, the Consultant shall:

A. Cease operations as directed by the City in the notice.

B. Take actions reasonably necessary, or as directed by the City, to protect and preserve any and all documents associated with the Work.

C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.

12.4.2 In the event of the City's Termination for Convenience, the City shall pay the Consultant for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.

12.4.3 In the event of a Termination for Convenience, the Consultant shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall the Consultant be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.

12.4.4 The remedy provided under this Section shall be the Consultant's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of the Consultant pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and the Consultant shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in Section 13.2 below. Each Party reserves all rights and remedies available under applicable law.

13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having

jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

13.3 **Notice.** All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Consultant: McKim & Creed
Attn: Charles Hill, P.E.
139 Executive Circle, Suite 201
Daytona, Florida 32114

13.4 **Project Records/Audit.** Throughout the term of the Contract, the Consultant shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. The Consultant's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

13.5 **Consequential Damages.** The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

13.6 **Public Records.**

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, the Consultant agrees to:

A. Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance of services under this Contract.

B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract Term, and following completion of the Contract until the records are transferred to City.

D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in the Consultant's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CITYOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.**

13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

13.6.4 The Consultant acknowledges that the Consultant's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, the Consultant is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Consultant shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. The Consultant shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the Subcontractor is in compliance with § 448.095, *Florida Statutes*. The Consultant shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. The Consultant hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, the Consultant shall provide evidence of such registration and compliance. The Consultant acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate

termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, the Consultant hereby certifies that neither the Consultant nor any subsidiary, parent company, or affiliate of the Consultant is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. The Consultant further agrees that the Consultant will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event the Consultant, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, the Consultant shall immediately notify City. The Consultant acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject the Consultant to civil penalties and other remedies available under the law.

13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The Consultant hereby certifies that neither the Consultant nor any of the Consultant's affiliates or Subcontractors are on the convicted vendor list. The Consultant shall notify City immediately if the Consultant or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. The Consultant acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.

13.10 **Conflict of Interest.** The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. The Consultant acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein

13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, the Consultant hereby certifies that the Consultant does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that the Consultant has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit X**, and incorporated herein by reference.

13.12 **Equal Opportunity Employer.** The Consultant certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. The Consultant agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.

13.13 **Drug-Free Workplace.** The Consultant hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The Consultant agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.

13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.

13.15 **Non-Discrimination; Federal Wages. T**he Consultant, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the Consultant shall be required to comply with the same.

13.16 **Non-Collusion.** Execution of this Contract by the Consultant shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Consultant list(s), and/or debarment or suspension from doing business with the City.

13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the

Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.

13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.

13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.

13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.22 **Successors and Assigns.** The City and the Consultant each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

13.24 **Joint Authorship**. This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.

13.25 **Headings**. All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.

13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Contract, effective this ____ day of _____ 20_____.

CITY OF FLAGLER BEACH

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

[additional signatures on following page]

McKim & Creed, Inc.

_____

_____

Print

_____

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

_____

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☐

this _____ day of _____, 20____.

Personally Known ☐ *OR* Produced identification ☐

Type of Identification Produced:_____

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	January 8, 2026
Item Name:	Resolution 2026-01. A Resolution by the City Commission of the City of Flagler Beach to accept the lowest responsible quote solicited by the Facilities Department and authorize the purchase of one (1) JLG ET350 Tow-Pro Series Boom Lift from Southern States Toyotalift, in the amount of $34,999.00; providing for conflict and an effective date.

Background:

The Facilities Department identified the need for a tow-behind boom lift to support municipal operations including tree trimming, facility maintenance, and public works projects. Included in the current budget is an appropriation for $100,000 to purchase a "bucket truck." Staff believes that a smaller, less expensive boom (bucket) trailer will be able to meet the City's needs rather than a larger truck with associated operations and maintenance costs.

To meet this need, the department solicited three written quotations for the purchase of a JLG ET350 Tow-Pro Series Boom Lift.
The following quotes were received:

- **Southern States Toyotalift**: $34,999.
- **Everglades Equipment Group**: $35,590.
- **Zuma Sales LLC**: $42,485.01.

After review, the Facilities Department determined that the Southern States Toyotalift quote represents the lowest responsible and responsive offer.

Fiscal Impact:

Funding for this purchase shall be drawn from the Capital Fund for Facilities - Vehicles. The fee for the proposed service is $34,999.00.

Staff Recommendation:

Staff recommends approval of Resolution 2026-01, authorizing the purchase of one (1) JLG ET350 Tow-Pro Series Boom Lift from Southern States Toyotalift in the amount of $34,999.00.

Attachments:

1. 2026-01 Boom Lift
2. Southern States Toyota Quote
3. Everglades Equipment Group Quote
4. Zuma Sales LLC Quote

RESOLUTION 2026-01

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE LOWEST QUOTE FROM SOUTHERN STATES TOYOTA AND AUTHORIZING THE PURCHASE OF A TOW-BEHIND BOOM LIFT (JLG ET350), AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Facilities Department of the City of Flagler Beach has identified the need to acquire a tow-behind boom lift to support municipal operations including tree trimming, facility maintenance, and public works projects; and,

WHEREAS, The Facilities Department solicited and received three written quotations for the purchase of a JLG ET350 Tow-Pro Series Boom Lift; and,

WHEREAS, The quotations received were as follows:

- Southern States Toyotalift: $34,999.00;
- Everglades Equipment Group: $35,590.00;
- Zuma Sales LLC: $42,485.01.

WHEREAS, The Facilities Department has recommended acceptance of the Southern States Toyotalift quote of $34,999.00 as the lowest responsible and responsive offer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby accepts the quotation of Southern States Toyotalift in the amount of $34,999.00, recognizing that this price is tax exempt, and authorizes the purchase of one (1) JLG ET350 Tow-Pro Series Boom Lift.

SECTION 3. Funding for this purchase shall be drawn from the Capital Fund for Facilities - Vehicles.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. 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 6. 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 8th day of January, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

To: City of Flagler Beach

Date: 11 November 2025
Quote: JLG111025GM

Attention: Justin Isaacs

ETA 4 Weeks

ET350
TOW-PRO® SERIES

The Tow-Pro® Series – our exclusive line of towable boom lifts lets you tackle the same jobs as other JLG® electric or gas-powered boom lifts, but with an easier option for transportation. You have the choice of a 24V DC electric or 9 HP gas-powered engine. And with the standard combination hitch, industry-leading 65 mph towing speed and hydraulic auto-leveling outriggers, you can have this extremely portable lift brought to the job site and working in no time. Whether you need it for tree trimming, decorating, construction, exterior painting or maintenance tasks, a Tow-Pro is great for your everyday needs.

Key Specs

- **Horizontal Outreach**: 20 ft 2 in. / 6.15 m
- **Platform Capacity**: 500 lb. / 226.80 kg
- **Platform Height**: 34 ft 5 in. / 10.49 m

Key Features

- 4 x 6v 220 amp-hour batteries for quiet power
- Standard air and water lines to platform
- Detachable platform controls

ET350
TOW-PRO® SERIES

BOOM LIFT

KEY SPECS

Platform Height
34-ft 5-in / 10.5-m

Towing Speed
65 mph / 105 km/h

Horizontal Outreach
18-ft 9-in / 5.7-m

Platform Capacity
500-lb / 227-kg

KEY FEATURES

- Peak efficiency of 4 x 6v 220 amp-hr batteries for quiet, efficient power.
- New standard features include a smart charger, LED tail lights, lockable hoods, dual USB port in platform and parking brake audible indicator
- Set up with ease and get right to work with hydraulic, auto-leveling outriggers.
- Detachable platform controls provide, efficient boom positioning with one-hand operation of all boom functions.

ACCESSORIES & OPTIONS

- 3000W Honda Generator (Aftermarket Only)
- Full-Size Spare Tire
- Lifting Lugs
- Material Hook — 500-lb / 227-kg Capacity
- Platform Rotator

Image shown for reference only.

STANDARD SPECIFICATIONS

Performance

Platform Height	34-ft 5-in / 10.5-m
Horizontal Outreach	18-ft 9-in / 5.7-m
Centerline to Platform Edge	20-ft / 6.1-m
Swing	410 Degrees Non-Continuous
Platform Capacity	500-lb / 227-kg
Platform Capacity w/Rotator (Optional)	440-lb / 200-kg
Material Hook Capacity	500-lb / 227-kg
Platform Rotator	90 Degrees Manual
Weight*	3,600-lb / 1,542-kg
Leveling Capability	11 Degrees
Max. Ground Bearing Pressure	23 psi / 1.62 kg/cm²
Towing Speed Rating	65 mph / 105 km/h
Tongue Weight*	250-lb / 114-kg
Max Gradability	20%
Hydraulic Reservoir	4.0 gal / 15.14 L

*Certain options or country standards increase weight

Power Source

DC Power	24V DC
Batteries	4 x 6V 220 amp-hr

Tires

Standard	ST215/75 R14 Pneumatic

STANDARD FEATURES

- 110V-AC Receptacle in the Platform
- 2-in Hitch with Adjustable Height Coupler
- Amber Beacon
- ANSI A92.2 Compliant
- Auto-Leveling Hydraulic Outriggers
- Dual USB Port in Platform
- Hourmeter
- Hydraulic Surge Brakes
- LED Taillights & Mounting Bracket
- Lockable Battery Covers
- Lockable Hoods
- Motion Alarm
- Parking Brake Audible Indicator (COMING EARLY 2025)
- Platform, Side Entry: 30 x 48-in (0.76 x 1.22-m)
- Proportional Controls
- Quick Start Guide Common Among all JLG® Towable Boom Models
- Standard Air and Water Lines to Platform
- Smart Charger
- Telescopic Upper Boom
- Tilt Alarm/Indicator Light

ET350
TOW-PRO® SERIES

BOOM LIFT

KEY SPECS

Platform Height
34-ft 5-in / 10.5-m

Towing Speed
65 mph / 105 km/h

Horizontal Outreach
18-ft 9-in / 5.7-m

Platform Capacity
500-lb / 227-kg

KEY FEATURES

- Peak efficiency of 4 x 6v 220 amp-hr batteries for quiet, efficient power.
- New standard features include a smart charger, LED tail lights, lockable hoods, dual USB port in platform and parking brake audible indicator
- Set up with ease and get right to work with hydraulic, auto-leveling outriggers.
- Detachable platform controls provide, efficient boom positioning with one-hand operation of all boom functions.

ACCESSORIES & OPTIONS

- 3000W Honda Generator (Aftermarket Only)
- Full-Size Spare Tire
- Lifting Lugs
- Material Hook — 500-lb / 227-kg Capacity
- Platform Rotator

STANDARD SPECIFICATIONS

Performance

Platform Height	34-ft 5-in / 10.5-m
Horizontal Outreach	18-ft 9-in / 5.7-m
Centerline to Platform Edge	20-ft / 6.1-m
Swing	410 Degrees Non-Continuous
Platform Capacity	500-lb / 227-kg
Platform Capacity w/Rotator (Optional)	440-lb / 200-kg
Material Hook Capacity	500-lb / 227-kg
Platform Rotator	90 Degrees Manual
Weight*	3,600-lb / 1,542-kg
Leveling Capability	11 Degrees
Max. Ground Bearing Pressure	23 psi / 1.62 kg/cm²
Towing Speed Rating	65 mph / 105 km/h
Tongue Weight*	250-lb / 114-kg
Max Gradability	20%
Hydraulic Reservoir	4.0 gal / 15.14 L

*Certain options or country standards increase weight

Power Source

DC Power	24V DC
Batteries	4 x 6V 220 amp-hr

Tires

Standard	ST215/75 R14 Pneumatic

STANDARD FEATURES

- 110V-AC Receptacle in the Platform
- 2-in Hitch with Adjustable Height Coupler
- Amber Beacon
- ANSI A92.2 Compliant
- Auto-Leveling Hydraulic Outriggers
- Dual USB Port in Platform
- Hourmeter
- Hydraulic Surge Brakes
- LED Taillights & Mounting Bracket
- Lockable Battery Covers
- Lockable Hoods
- Motion Alarm
- Parking Brake Audible Indicator (COMING EARLY 2025)
- Platform, Side Entry: 30 x 48-in (0.76 x 1.22-m)
- Proportional Controls
- Quick Start Guide Common Among all JLG® Towable Boom Models
- Standard Air and Water Lines to Platform
- Smart Charger
- Telescopic Upper Boom
- Tilt Alarm/Indicator Light

Image shown for reference only.

JLG ET350 Towable Electric Boom Lift ***$34,999.00***
Tax, Tags, & Title excluded.

ETA: 4 Weeks

Finance Options

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

1. **48-month Capital Lease with $101 purchase contract.** Total monthly payments of **$849.34** plus applicable taxes. First payment is due in advance.

   Initial Selected Option_____

2. **60-month Capital Lease with $101 purchase contract.** Total monthly payments of **$706.00** plus applicable taxes. First payment is due in advance.

   Initial Selected Option_____

NOTES:

- Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
- F.O.B.: Delivered
- Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental conditions.
- Your signature on this proposal constitutes an order.
- All information provided in this proposal is confidential and cannot be shared or distributed without the express written consent of SSTL
- Subject to all Southern States Toyota Lift standard terms and conditions that follow
- *Due to the volatility of pricing, interest rates, and freight costs over extended lead times, I understand that my total cost / lease price may vary from this proposal.*

Sincerely,
Southern States Toyotalift

Name:

Title:

Phone:

Accepted:

By: _____

Name: _____

Title: _____

Date: _____

Addendum A – Additional Terms and Conditions

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts and associated accessories (collectively, the "Goods"), including automated industrial trucks and material handling systems and the installation and implementation of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. In the event a down payment is required, this proposal will not be accepted by Seller until down payment is collected from Customer. In the event Goods are to be financed on a lease with Toyota Industrial Commercial Finance or Raymond Leasing Corporation, the Seller must receive the signed lease documents with purchase approval for this proposal. In the event Goods are to be financed by another leasing company and Seller is to invoice and collect payment transacting directly with the leasing company, the following is required with purchase approval for this proposal: (a) acceptance of the proposal with approval for financing of the full amount from the leasing company, (b) all information required for Seller to invoice and collect payment, and (c) a direct leasing company contact to expedite full payment within stated terms. In the event payment is not received by Seller within terms, the full amount of all relevant invoices will become immediately due in full from Customer.

PROPOSAL EXPIRATION: This proposal automatically expires unless accepted by Customer on or before the expiration date identified on the face of this proposal. If no expiration date is identified on the face of this proposal, this proposal automatically expires unless accepted by Customer within 90 days of issuance. Notwithstanding the preceding two sentences, prices quoted on this proposal are valid for 30 days from the date this proposal was issued.

ACCEPTANCE: This proposal constitutes an offer by Seller that Customer may only accept on the terms set forth herein. To accept Selle r's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Goods. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms appearing thereon (including pre-printed terms) will have no effect and are expressly disclaimed and Customer's acceptance is limited to the terms of this proposal. Customer's acceptance of any part of the Goods will be deemed an acceptance of all terms set forth in this proposal.

PRE-SHIPMENT PRICE INCREASES: Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if, up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index (“MHEPPI”) has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer’s proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

TERMS OF PAYMENT: Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery estimate quoted; and (b) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards. Goods will be invoiced upon shipment, or proportionally as each truckload is shipped, unless otherwise specified. Payment by credit card will not be accepted. The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal.

TAXES: The prices quoted do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the transactions contemplated hereunder, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller. Customer shall not be responsible for the payment of taxes based on the net or gross income of Seller.

TRAVEL: Any travel expenses identified on this proposal are estimates only. Customer shall reimburse Seller for all actual travel expenses incurred by Seller and its representatives in connection with the performance of Services.

FREIGHT COST ESTIMATES: If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate only, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events.

DELIVERY TIME: Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. Customer acknowledges that such time estimates are non-binding and subject to change.

DELAY: Seller shall not be liable for any loss or damage to Customer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor
difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof without any liability.

CANCELLATION CHARGES: If, after Customer acceptance but prior to shipment, this proposal is terminated by Customer for convenience or by Seller for cause, Customer will be liable to Seller for the following charges:

(1) Any engineering or scrap costs incurred by the manufacturer or Seller;
(2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or
(3) 100 percent of the list price of the proposal if the proposal has been released to production; and (4) All administrative fees and other miscellaneous expenses.

CHANGE ORDERS: If for any reason it becomes necessary to change the specifications of the Goods ordered, including types and quantities, prior to shipment to Customer, Customer will be liable for the following charges:

(1) Prior to release to production by the manufacturer - Engineering costs plus $250.00;
(2) After release to production by the manufacturer -Engineering, Rework, Scrap and Restocking Costs plus $250.00; and
(3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order as miscellaneous expenses.

SHIPMENT OF GOODS: Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America are Ex Works factory (Incoterms® 2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

TITLE: Title to each purchased Good shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for that Good. Title to each purchased Good to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for that Good. Title to leased Goods will be as set forth in the Lease Agreement.

SELLER'S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods' full replacement cost value against all risks to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein , to (i) enter upon Customer's premises to take possession of the items, or (ii) require Customer to make the Goods available to Seller for repossession at a place designated by Seller.

INDEMNITY: Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party") and the other party's affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defence (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with the negligent act s or omissions or wilful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party's failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defence and settlement of the Claim and shall reasonably cooperate with the defence; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written con sent of the Indemnified Party if such

settlement will result in the admission of wrongdoing.

WARRANTIES: Seller warrants the Goods pursuant to the warranty documents attached to this proposal. Commencing upon performance of the Services and continuing for the period of 30 days (the "Service Warranty Period"), Seller warrants that the Services will substantially conform to the descriptions and specifications agreed upon by the parties. During the Service Warranty Period, Seller shall promptly correct any Services that do not meet this warranty at no charge to Customer, so that all errors or non-conformities therein of which Customer notifies Seller are corrected and the Services meet the foregoing warranty. If Seller is not able to correct the nonconforming Services within 90 days of being notified by Customer of the error or nonconformity, then Customer, as its sole remedy, will be entitled to a refund of any amounts paid by Customer for the non-conforming Services. EXCEPT AS EXPRESSLY STATED IN THIS PROPOSAL, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTA BILITY OR TITLE, AND ALL SUCH WARRANTIES ARE HEREBY SPECI FICALLY DISCLAIMED. ANY EMPLOYEES, REPRESENTATIV ES, AGENTS, OR DISTRIBUTORS OF SELLER ARE NOT AUTHORIZED TO MODIFY OR MAKE ADDITIONS TO THIS WARRANTY THAT ARE BINDING ON SELLER. ANY SUCH STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE ADDITIONAL WARRANTIES. LIMITATION OF LIABILITY: IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THIS PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARSIING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

GOVERNING LAW: The laws of the State of Florida govern the validity, interpretation and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of Florida.

WAIVER: No waiver or satisfaction of a condition or non-performance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved here in as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid and enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: This proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties.

Prepared For

CITY OF FLAGLER BEACH

PO BOX 70

FLAGLER BEACH, FL 321360070

(386) 517-2029

Prepared By

Michael Crowe

Everglades Equipment Group

1800 US Highway 441

Leesburg, FL 34748

4076077158

mcrowe@evergladesfarmequipment.com

Quote Id 1336763

Creation Date 24-Nov-2025

Expiration Date 01-Dec-2025

Quote Summary

Equipment Summary	QTY In Group
New 2025 ET350 TELESCOPIC BOOM LIFT AE380009-0030019059	**1**
Equipment Total	**$35,700.00**

Quote Summary	
Total Selling Price	$35,700.00
Sub-total	**$35,700.00**
Balance Due	**$35,700.00**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1336763

Customer CITY OF FLAGLER BEACH

New 2025 ET350 TELESCOPIC BOOM LIFT AE380009

QTY In Group : 1

Hours 1

Selling Price

Serial Number 0030019059

$35,700.00

Stock Number C291683

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty	Adjusted Selling Price
AE380009	ET350 TELESCOPIC BOOM LIFT	1	$44,195.00

Base / Options

Code	Description	Qty	Adjusted Selling Price
---	1 YR WTY	1	$0.00
Total Base / Options			**$44,195.00**

Other Charges

Description	List Price
FREIGHT	$1,700.00
Total Adjustments	**$1,700.00**

Customer Discounts

Description	Discount Amount
Total Discounts	**($10,195.00)**
Total Selling Price	**$35,700.00**

Zuma Sales LLC
PO Box 1444
Sumas WA 98295
United States

Invoicing Address
City of Flagler Beach
105 South 2nd Street | P.O. Box 70
Flagler Beach FL 32136
United States

Shipping Address
City of Flagler Beach
105 South 2nd Street | P.O. Box 70
Flagler Beach FL 32136
United States

Quotation # SU19821

Quotation Date:
11/06/2025

Expiration:
11/13/2025

Salesperson:
Keenan Grant

Description	Quantity	Unit Price	Taxes	Amount
NEW JLG ET350 Electric Tow Behind Boom Lift	1.000 Units	36,500.00	Sales Tax	$ 36,500.00
1 year standard manufacturer's warranty + 1 year of free extended warranty				
Electric (DC) - Self Leveling Outriggers				
Equipment Freight	1.000 EA	3,500.00	Sales Tax	$ 3,500.00
If machine has not shipped prior to December 31 2025, machine is subject to a 5% price increase as per JLG Industries.				

Untaxed Amount	$ 40,000.00
Taxes	$ 2,485.01
Total	$ 42,485.01

The purchase includes Standard Manufacturer's Warranty only, and this warranty will be void if the buyer attempts to repair any malfunction or issue without prior approval from the seller. Refunds or exchanges are not permitted. Upon receipt of the full payment, the buyer agrees to the aforementioned terms and conditions, with full payment required before the unit is released. Any unloading fees are the responsibility of the buyer. The customer or their authorized representative must be present on-site during unloading to receive the unit and sign the Bill of Lading. In the event of any damage to the product(s) during transport, it is the receiver's responsibility to take photos and note it on the Bill of Lading. Please note that Sales Tax is charged on the delivery location indicated under the Shipping Address. The buyer is responsible for self assessing any sales tax if required. All Tax Exemption Forms, if applicable, are required in advance of payment and shipment of goods

Due on receipt

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	January 8, 2026
Item Name:	Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the Exhibits of the Bill of Sale attached hereto; providing for conflict and an effective date.

Background:

On January 31, 2007, the City entered into a Settlement Agreement with Flagler County, the City of Palm Coast, and the Gardens at Hammock Beach Property Owners Association (the "Settlement Agreement"). The Settlement Agreement resolved disputes between the parties related to the provision of water and sewer services and the project, then known as "The Gardens" and now known as "Veranda Bay", was included in the City's service area. As part of the settlement agreement, the Gardens at Hammock Beach Property Owners Association agreed to transfer certain water and sewer infrastructure to the City upon completion. The successor in interest to Gardens at Hammock Beach Property Owners Association is Gardens at Hammock Beach Community Development District (the "CDD").

This infrastructure discussed herein is related to that portion of the development already approved by Flagler County and under construction and this acceptance has no relationship to the annexation and development discussions with Veranda Bay.

This item (Resolution 2025-47) was tabled at the July 24, 2025, meeting. Commissioner Cunningham requested tabling until it could be determined if Phase 1A and 2A had been dedicated to the City. Included in this renumbered resolution is the BIll of Sale which should have accompanied the Deed to the City for Phase 1A and Phase 2A Lift Stations. This satisfies Commissioner Cunningham's question; therefore, Staff is re-presenting the Resolution (new number) to accept the Dedication of Infastructure as described in the exhibits.

City Staff have reviewed the infrastructure being dedicated to the City and have no concerns regarding its acceptance.

The City Commission is requested to approve acceptance of the Bill of Sale attached hereto as the Exhibits and authorize the Mayor to sign the formal acceptance of the same. To reiterate,

this acceptance is unrelated to annexation and deals with actual pipes in the ground. Since the pipes are personal property, a bill of sale is utilized rather than a deed. The exhibit will be updated with the OR and page numbers from the recording, and the improvement exhibits will be distributed when received.

Fiscal Impact:

The City Clerk will record the documents and pay any associated document stamps and recording fee.

Staff Recommendation:

Staff recommends approval of Resolution 2025-47.

Attachments:

1. 2025-47 Dedication of Infrastructure
2. Exhibit to Resolution 2025-47
3. Maintenance Bond Veranda Bay Phase 2B & 2C
4. Maintenance Bond Veranda Bay Phase 1B & 1C

RESOLUTION 2025-47

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH ACCEPTING THE DEDICATION OF INFRASTRUCTURE FROM GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT; VERANDA BAY PHASE 1 THROUGH 3 AS DEPICTED IN THE EXHIBITS OF THE BILL OF SALE ATTACHED HERETO; PROVIDING FOR CONFILCT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach entered into a Settlement Agreement with Flagler County, Palm Coast, and the Hammock Beach Property Owners Association in 2007 related to "service area"; and,

WHEREAS, the City's service area includes The Gardens now known as Veranda Bay; and,

WHEREAS, the successor of the Gardens at Hammock Beach Property Owners Association is the Gardens at Hammock Beach Community Development District; and,

WHEREAS, the Community Development District agreed to transfer certain water and sewer infrastructure to the City upon completion;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City Commission accepts the infrastructure described in the Exhibits of this Resolution and Bill of Sale to operate and maintain.

SECTION 2. 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 8th day of January, 2026.

CITY OF FLAGLER BEACH, FLORIDA

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

May 6, 2025

City of Flagler Beach
Post Office Box 70
Flagler Beach, FL 32136

RE: Acquisition of Assessment Area One, Stormwater, Potable Water, Utility Connections, and Roads

Dear Sir or Madam,

We are writing to request that the City of Flagler Beach ("City") acquire from Gardens at Hammock Beach Community Development District (the "District") the public infrastructure improvements and/or work product set forth in detail in **Exhibit A** attached hereto. The Developer created the Improvements and/or Work Product in Assessment Area One (as defined in the Engineer's Report) consistent with the District's *Gardens at Hammock Beach Community Development District Supplemental Engineer's Report – Phase 1-3 Tract* dated April 2024, and the Improvements and/or Work Product are now complete.

As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the City so that the City may begin operating and maintaining the improvements.

Sincerely,

Gardens at Hammock Beach Community Development District

By: _____

Clint Smith, Chairman

Date: 5/13/2025

ACKNOWLEDGED AND AGREED TO BY:
City of Flagler Beach

By: _____

Name and Title: Patti King, Mayor

Date: _____

EXHIBIT A

Description of Improvements to be Acquired

Those components of Veranda Bay Phase 2B as recorded on the Plat of Veranda Bay Phase 2B in Plat Book ____, Pages ____ through ____ and Veranda Bay Phase 2C as recorded on the Plat of Veranda Bay Phase 2C in Plat Book ____, Pages ____ through ____, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

Construction Costs of Capital Improvements

Exhibit A
Veranda Bay 2B & 2C
Flagler Beach, FL

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	SANITARY SEWER SYSTEM				
	A. 10" PVC MAINS SDR-26				
	1. 0' - 6' DEEP	940	LF	$ 48.00	$ 45,120.00
	2. 6' - 8' DEEP	1,074	LF	$ 57.00	$ 61,218.00
	3. 8' - 10' DEEP	843	LF	$ 72.00	$ 60,696.00
	4. 10' - 12' DEEP	1,132	LF	$ 86.00	$ 97,352.00
	5. 12' - 14' DEEP	746	LF	$ 117.00	$ 87,282.00
	6. 14' - 16' DEEP	671	LF	$ 140.00	$ 93,940.00
	B. 8" PVC MAINS SDR-26				
	1. 0' - 6' DEEP	66	EA	$ 39.00	$ 2,574.00
	2. 6' - 8' DEEP	541	EA	$ 54.00	$ 29,214.00
	C. SANITARY SEWER SERVICE	124	EA	$ 1,120.00	$ 138,880.00
	D. PRECAST MANHOLES				
	1. 0' - 6' DEEP	2	EA	$ 5,670.00	$ 11,340.00
	2. 6' - 8' DEEP	4	EA	$ 5,940.00	$ 23,760.00
	3. 8' - 10' DEEP	6	EA	$ 7,120.00	$ 42,720.00
	4. 10' - 12' DEEP	3	EA	$ 9,340.00	$ 28,020.00
	5. 12' - 14' DEEP	2	EA	$ 12,360.00	$ 24,720.00
	6. 14' - 16' DEEP	4	EA	$ 19,630.00	$ 78,520.00
	E. LIFT STATION	1	LS	$ 430,900.00	$ 430,900.00
	F. FORCE MAIN				
	1. 6" PVC DR-18	920	LF	$ 32.00	$ 29,440.00
	2. 6" GATE VALVES	2	EA	$ 1,930.00	$ 3,860.00
	SANITARY SEWER SYSTEM SUBTOTAL				**$ 1,358,356.60**
2	WATER DISTRIBUTION SYSTEM				
	A. POTABLE WATERMAIN				
	1. 12" HDPE DIRECTIONAL DRILL	80	LF	$ 294.00	$ 23,520.00
	2. 10" PVC DR-18	1,175	LF	$ 61.00	$ 71,675.00
	3. 8" PVC DR-18	5,370	LF	$ 50.00	$ 268,500.00
	4. 10" GATE VALVE	4	EA	$ 4,420.00	$ 17,680.00
	5. 8" GATE VALVE	12	EA	$ 2,980.00	$ 35,760.00
	6. FIRE HYDRANT AND VALVE	12	EA	$ 7,120.00	$ 85,440.00
	7. FITTINGS	1	LS	$ 30,000.00	$ 30,000.00
	8. 2" BLOWOFF ASSEMBLY	6	EA	$ 2,180.00	$ 13,080.00
	B. POTABLE WATER SERVICE				
	1. 1" SINGLE SERVICE LONG SIDE	59	EA	$ 1,270.00	$ 74,930.00
	2. 1" SINGLE SERVICE SHORT SIDE	65	EA	$ 990.00	$ 64,350.00
	WATER DISTRIBUTION SYSTEM SUBTOTAL				**$ 696,905.00**
	REUSE DISTRIBUTION SYSTEM				
	A. REUSE MAINS				
	1. CONNECT TO EXISTING 10" REUSE	1	EA	$ 8,400.00	$ 8,400.00
	2. 12" PVC DR - 18	2,400	LF	$ 72.00	$ 172,800.00
	3. 12" GATE VALVE	3	EA	$ 4,970.00	$ 14,910.00
	4. 8" PVC DR-18	5,670	LF	$ 48.00	$ 272,160.00
	5. 8" GATE VALVE	12	EA	$ 2,980.00	$ 35,760.00
	6. FITTINGS	1	LS	$ 34,940.00	$ 34,940.00
	7. 2" BLOWOFF ASSEMBLY	7	EA	$ 2,180.00	$ 15,260.00
	B. REUSE SERVICE				
	1. 1" SINGLE SERVICE LONG SIDE	58	EA	$ 1,290.00	$ 74,820.00
	2. 1" SINGLE SERVICE SHORT SIDE	66	EA	$ 90.00	$ 65,340.00
	REUSE DISTRIBUTION SYSTEM SUBTOTAL				**$ 694,390.00**
	WATER DISTRIBUTION SYSTEM SUBTOTAL				**$1,391,295.00**
	GRAND TOTAL				**$2,749,651.60**

May 6, 2025

City of Flagler Beach
Post Office Box 70
Flagler Beach, FL 32136

RE: Acquisition of Assessment Area One, Stormwater, Potable Water, Utility Connections, and Roads

Dear Sir or Madam,

We are writing to request that the City of Flagler Beach ("City") acquire from Gardens at Hammock Beach Community Development District (the "District") the public infrastructure improvements and/or work product set forth in detail in **Exhibit A** attached hereto. The Developer created the Improvements and/or Work Product in Assessment Area One (as defined in the Engineer's Report) consistent with the District's *Gardens at Hammock Beach Community Development District Supplemental Engineer's Report – Phase 1-3 Tract* dated April 2024, and the Improvements and/or Work Product are now complete.

As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the City so that the City may begin operating and maintaining the improvements.

Sincerely,

Gardens at Hammock Beach Community Development District

By: Clint A. Smith

Clint Smith, Chairman

Date: 5-13-2025

ACKNOWLEDGED AND AGREED TO BY:
City of Flagler Beach

By: _____

Name and Title: Patti King, Mayor

Date: _____

EXHIBIT A

Description of Improvements to be Acquired

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

Construction Costs of Capital Improvements

Sanitary Sewer – Veranda Bay Phase 1B & 1C

	Description of Installation	Quantity	Unit	Price Per Unit	Total Cost Paid by Developer
1	Sanitary Sewer 8 in SDR26 PVC 0-6	218	lf	$58.00	$12,644.00
2	Sanitary Sewer 8 in SDR26 PVC 6-8	210	lf	$64.60	$13,566.00
3	Sanitary Sewer 10 in SDR26 PVC 0-6	368	lf	$70.67	$26,006.56
4	Sanitary Sewer 10 in SDR26 PVC 6-8	532	lf	$74.54	$39,655.28
5	Sanitary Sewer 10 in SDR26 PVC 8-10	1500	lf	$78.97	$118,455.00
6	Sanitary Sewer 10 in SDR26 PVC 10-12	380	lf	$84.17	$31,984.60
7	Sanitary Sewer 10 in SDR26 PVC 12-14	550	lf	$96.40	$53,020.00
8	Sanitary Sewer Services	90	ea	$3,021.10	$271,899.00
9	Sanitary Sewer Manhole Adjustments		ea	$0.00	$0.00
10	Sanitary Sewer Manhole 0-6	4	ea	$7,655.91	$30,623.64
11	Sanitary Sewer Manhole 6-8	4	ea	$8,714.01	$34,856.04
12	Sanitary Sewer Manhole 8-10	3	ea	$9,933.81	$29,801.43
13	Sanitary Sewer Manhole 10-12	1	ea	$11,194.37	$11,194.37
					$673,705.92

Potable Water – Veranda Bay Phase 1B & 1C

	Description of Installation	Quantity	Unit	Price Per Unit	Total Cost Paid by Developer
1	Water 2 in PE	300	lf	$25.41	$7,623.00
2	Water 4 in DR18	200	lf	$34.65	$6,930.00
3	Water 8 in DR18	4160	lf	$58.58	$243,692.80
4	Water Fittings & Fire Hydrants	1	ls	$207,327.97	$207,327.97
5	Water Services	90	ea	$2,311.99	$208,079.10
					$673,652.87

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Gardens at Hammock Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes**, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District"), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the **City of Flagler Beach, Florida, a municipal corporation existing under the laws of the State of Florida**, ("City") whose address is Post Office Box 70, Flagler Beach, Florida 32136, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit and as described in **Exhibit "A"**:

Those components of Veranda Bay Phase 2B as recorded on the Plat of Veranda Bay Phase 2B in Plat Book ____, Pages ____ through ____ and Veranda Bay Phase 2C as recorded on the Plat of Veranda Bay Phase 2C in Plat Book ____, Pages ____ through ____, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Signatures on Following Pages]

Gardens at Hammock Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: _____

Print: Clint Smith

Title: Chairman

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by (✓) physical presence or (__) online notarization this 13 day of May, 2025 by Clint Smith, as Chairman of **Gardens at Hammock Beach Community Development District**, on behalf of the Company. He (✓) is personally known to me or (__) has produced _____ as identification.

_____

Notary Public, State of _____

Name: _____

KAROLYN N. SHEEKEY
MY COMMISSION # HH 495348
EXPIRES: June 21, 2028

EXHIBIT A

Description of Improvements to be Acquired

Exhibit A
Veranda Bay 2B & 2C
Flagler Beach, FL

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	SANITARY SEWER SYSTEM				
	A. 10" PVC MAINS SDR-26				
	1. 0' - 6' DEEP	940	LF	$ 48.00	$ 45,120.00
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	3. 8' - 10' DEEP	843	LF	$ 72.00	$ 60,696.00
	4. 10' - 12' DEEP	1,132	LF	$ 86.00	$ 97,352.00
	5. 12' - 14' DEEP	746	LF	$ 117.00	$ 87,282.00
	6. 14' - 16' DEEP	671	LF	$ 140.00	$ 93,940.00
	B. 8" PVC MAINS SDR-26				
	1. 0' - 6' DEEP	66	EA	$ 39.00	$ 2,574.00
	2. 6' - 8' DEEP	541	EA	$ 54.00	$ 29,214.00
	C. SANITARY SEWER SERVICE	124	EA	$ 1,120.00	$ 138,880.00
	D. PRECAST MANHOLES				
	1. 0' - 6' DEEP	2	EA	$ 5,670.00	$ 11,340.00
	2. 6' - 8' DEEP	4	EA	$ 5,940.00	$ 23,760.00
	3. 8' - 10' DEEP	6	EA	$ 7,120.00	$ 42,720.00
	4. 10' - 12' DEEP	3	EA	$ 9,340.00	$ 28,020.00
	5. 12' - 14' DEEP	2	EA	$ 12,360.00	$ 24,720.00
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	E. LIFT STATION	1	LS	$ 430,900.00	$ 430,900.00
	F. FORCE MAIN				
	1. 6" PVC DR-18	920	LF	$ 32.00	$ 29,440.00
	2. 6" GATE VALVES	2	EA	$ 1,930.00	$ 3,860.00
	SANITARY SEWER SYSTEM SUBTOTAL				**$ 1,358,356.60**
2	WATER DISTRIBUTION SYSTEM				
	A. POTABLE WATERMAIN				
	1. 12" HDPE DIRECTIONAL DRILL	80	LF	$ 294.00	$ 23,520.00
	2. 10" PVC DR-18	1,175	LF	$ 61.00	$ 71,675.00
	3. 8" PVC DR-18	5,370	LF	$ 50.00	$ 268,500.00
	4. 10" GATE VALVE	4	EA	$ 4,420.00	$ 17,680.00
	5. 8" GATE VALVE	12	EA	$ 2,980.00	$ 35,760.00
	6. FIRE HYDRANT AND VALVE	12	EA	$ 7,120.00	$ 85,440.00
	7. FITTINGS	1	LS	$ 30,000.00	$ 30,000.00
	8. 2" BLOWOFF ASSEMBLY	6	EA	$ 2,180.00	$ 13,080.00
	B. POTABLE WATER SERVICE				
	1. 1" SINGLE SERVICE LONG SIDE	59	EA	$ 1,270.00	$ 74,930.00
	2. 1" SINGLE SERVICE SHORT SIDE	65	EA	$ 990.00	$ 64,350.00
	WATER DISTRIBUTION SYSTEM SUBTOTAL				**$ 696,905.00**
	REUSE DISTRIBUTION SYSTEM				
	A. REUSE MAINS				
	1. CONNECT TO EXISTING 10" REUSE	1	EA	$ 8,400.00	$ 8,400.00
	2. 12" PVC DR - 18	2,400	LF	$ 72.00	$ 172,800.00
	3. 12" GATE VALVE	3	EA	$ 4,970.00	$ 14,910.00
	4. 8" PVC DR-18	5,670	LF	$ 48.00	$ 272,160.00
	5. 8" GATE VALVE	12	EA	$ 2,980.00	$ 35,760.00
	6. FITTINGS	1	LS	$ 34,940.00	$ 34,940.00
	7. 2" BLOWOFF ASSEMBLY	7	EA	$ 2,180.00	$ 15,260.00
	B. REUSE SERVICE				
	1. 1" SINGLE SERVICE LONG SIDE	58	EA	$ 1,290.00	$ 74,820.00
	2. 1" SINGLE SERVICE SHORT SIDE	66	EA	$ 90.00	$ 65,340.00
	REUSE DISTRIBUTION SYSTEM SUBTOTAL				**$ 694,390.00**
	WATER DISTRIBUTION SYSTEM SUBTOTAL				**$1,391,295.00**
	GRAND TOTAL				**$2,749,651.60**

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes,** whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("Seller"), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the **City of Flagler Beach, Florida, a municipal corporation existing under the laws of the State of Florida,** ("City") whose address is Post Office Box 70, Flagler Beach, Florida 32136, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit and as described in **Exhibit "A":**

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Signatures on Following Pages]

GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: _____
Print: Clint Smith
Title: Chairman

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by (✓) physical presence or (__) online notarization this 13 day of May, 2025 by Clint Smith, as Chairman of **Gardens at Hammock Beach Community Development District,** on behalf of the Company. He (✓) is personally known to me or (__) has produced _____ as identification.

_____
Notary Public, State of FL
Name: _____

KAROLYN N. SHEEKEY
MY COMMISSION # HH 495348
EXPIRES: June 21, 2028

EXHIBIT A

Description of Improvements to be Acquired

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

Veranda Bay Phase 1B & 1C
Sewer

1	Sanitary Sewer 8 in SDR26 PVC 0-6	218	lf	$58.00	$12,644.00
2	Sanitary Sewer 8 in SDR26 PVC 6-8	210	lf	$64.60	$13,566.00
3	Sanitary Sewer 10 in SDR26 PVC 0-6	368	lf	$70.67	$26,006.56
4	Sanitary Sewer 10 in SDR26 PVC 6-8	532	lf	$74.54	$39,655.28
5	Sanitary Sewer 10 in SDR26 PVC 8-10	1500	lf	$78.97	$118,455.00
6	Sanitary Sewer 10 in SDR26 PVC 10-12	380	lf	$84.17	$31,984.60
7	Sanitary Sewer 10 in SDR26 PVC 12-14	550	lf	$96.40	$53,020.00
8	Sanitary Sewer Services	90	ea	$3,021.10	$271,899.00
9	Sanitary Sewer Manhole Adjustments		ea	$0.00	$0.00
10	Sanitary Sewer Manhole 0-6	4	ea	$7,655.91	$30,623.64
11	Sanitary Sewer Manhole 6-8	4	ea	$8,714.01	$34,856.04
12	Sanitary Sewer Manhole 8-10	3	ea	$9,933.81	$29,801.43
13	Sanitary Sewer Manhole 10-12	1	ea	$11,194.37	$11,194.37
					$673,705.92

Veranda Bay Phase 1B & 1C
Water

1	Water 2 in PE	300	lf	$25.41	$7,623.00
2	Water 4 in DR18	200	lf	$34.65	$6,930.00
3	Water 8 in DR18	4160	lf	$58.58	$243,692.80
4	Water Fittings & Fire Hydrants	1	ls	$207,327.97	$207,327.97
5	Water Services	90	ea	$2,311.99	$208,079.10
					$673,652.87

Bond No. 800180484

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Palm Coast Intracoastal, LLC, a Florida limited liability company, hereinafter called PRINCIPAL, and Atlantic Specialty Insurance Company, as surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Flagler Beach, a municipal corporation, existing under the laws of the State of Florida, hereinafter called CITY, in the penal sum of Five Hundred Forty Nine Thousand Nine Hundred Thirty and 32/100 Dollars ($549,930.32) to which payment will truly be made, we bind ourselves and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said PRINCIPAL has guaranteed to the SURETY the maintenance of certain obligations and improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit No. 2024080326 related to Veranda Bay – Phase 2B and 2C – Sewer and Water; and

WHEREAS, said PRINCIPAL has completed construction of certain improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit; and

WHEREAS, City regulations require that the PRINCIPAL will furnish a bond conditioned to guarantee for a period of one (1) year from the date of plat recordation and after approval of the construction on said job against all defects in workmanship and materials which may become apparent or exist during said period.

NOW, THEREFORE, THE CONDITION OF OBLIGATION IS SUCH that if the PRINCIPAL shall guarantee that work will be free of any defective materials or workmanship which became apparent or exists during the period of one (1) year following acceptance of all improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit No. 2024080326 related to Veranda Bay – Phase 2B and 2C – Sewer and Water, then this obligation shall be void when approved by the City of Flagler Beach City Commission, otherwise to remain in full force and effect.

PRINCIPAL shall guarantee, indemnify and save harmless and defend CITY, its agents, servants and employees, from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, defect in materials and/or workmanship or negligent act of its agents, servants or employees in the performance of said obligations and improvements referenced herein.

PRINCIPAL further agrees to guarantee, indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the PRINCIPAL not

included above and for which the CITY, its agents, servants or employees are alleged to be liable.

The exclusive jurisdiction and venue for resolving all issues related to this Bond shall be the Circuit Court of Flagler County, Florida.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed these presents this 16th day of July, 2025.

PRINCIPAL
Palm Coast Intracoastal, LLC,
A Florida limited liability company

By: _____
William G. Allen, Jr., Its Manager

ATTEST:

_____ DATE: 7/17/25
Tracey Benevides

ADDRESS:
3129 Springbank Lane
Charlotte, NC 28226

SURETY
Atlantic Specialty Insurance Company

By: _____
Signature
Typed Name: Lauren Blair, Attorney-in-fact

WITNESS:

_____ DATE: 07/16/2025
Typed Name: Mark R. Duggan

ADDRESS:
605 Highway 169 North, Suite 800
Plymouth, NC 55441

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **James R Dickson, Lauren Blair, Margaret M Spalding, Mark R. Duggan**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of July, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

Bond No. 800180483

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Palm Coast Intracoastal, LLC, a Florida limited liability company, hereinafter called PRINCIPAL, and Atlantic Specialty Insurance Company, as surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Flagler Beach, a municipal corporation, existing under the laws of the State of Florida, hereinafter called CITY, in the penal sum of Two Hundred Sixty Nine Thousand Four Hundred Seventy One and 76/100 Dollars ($269,471.76) to which payment will truly be made, we bind ourselves and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said PRINCIPAL has guaranteed to the SURETY the maintenance of certain obligations and improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit No. 106890 related to Veranda Bay – Phase 1B and 1C – Sewer and Water; and

WHEREAS, said PRINCIPAL has completed construction of certain improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit; and

WHEREAS, City regulations require that the PRINCIPAL will furnish a bond conditioned to guarantee for a period of one (1) year from the date of plat recordation and after approval of the construction on said job against all defects in workmanship and materials which may become apparent or exist during said period.

NOW, THEREFORE, THE CONDITION OF OBLIGATION IS SUCH that if the PRINCIPAL shall guarantee that work will be free of any defective materials or workmanship which became apparent or exists during the period of one (1) year following acceptance of all improvements identified by the Plat, Development Plans, Engineer's Estimate of Construction Costs and Flagler County Land Development Permit No. 106890 related to Veranda Bay – Phase 1B and 1C – Sewer and Water, then this obligation shall be void when approved by the City of Flagler Beach City Commission, otherwise to remain in full force and effect.

PRINCIPAL shall guarantee, indemnify and save harmless and defend CITY, its agents, servants and employees, from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, defect in materials and/or workmanship or negligent act of its agents, servants or employees in the performance of said obligations and improvements referenced herein.

PRINCIPAL further agrees to guarantee, indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the PRINCIPAL not

included above and for which the CITY, its agents, servants or employees are alleged to be liable.

The exclusive jurisdiction and venue for resolving all issues related to this Bond shall be the Circuit Court of Flagler County, Florida.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed these presents this 16th day of July, 2025.

PRINCIPAL
Palm Coast Intracoastal, LLC,
A Florida limited liability company

By: _____
William G. Allen, Jr., Its Manager

ATTEST:

_____ DATE: 7/17/25
Tracey Benevides

ADDRESS:
3129 Springbank Lane
Charlotte, NC 28226

SURETY
Atlantic Specialty Insurance Company

By: _____
Signature
Typed Name: Lauren Blair, Attorney-in-fact

WITNESS:

_____ DATE: 07/16/2025
Typed Name: Mark R. Duggan

ADDRESS:
605 Highway 169 North, Suite 800
Plymouth, NC 55441

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **James R Dickson, Lauren Blair, Margaret M Spalding, Mark R. Duggan**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of July, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Staff Report

City Commission Regular Meeting

January 8, 2026

To: City Commission
From:
Meeting Date: January 8, 2026
Item Name: Consider an appointment to the Personnel Advisory Review Board.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Personnel Board App 0001

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: Richard Ware **Date:** 12/16/25

Physical address: 1335 N Daytona Ave: Flagler Beach

Mailing address: same as above

Home phone: (407) 353-6918 **Daytime phone:** same

Fax: — **E-Mail:** waterp@yahoo.com

Occupation: Retired: Marriage and Family Therapist

Number of years of City residence: 2 months **Own:** ✓ **Rent:** _____

Are you registered to vote in Flagler County? Yes ✓ **No** _____

Identify the board(s) or committee(s) to which you request appointment:
Personnel Advisory Review Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s): My entire education: AA, BA, MS and Cgreesihas been in the Sociology, ~~Physchology~~ and Conflict Resolution field(s). Psychology

How many City Commission/board meetings have you attended in the last 2 years? 0

Have you ever served on a City advisory board or committee in the past? **Yes** _____ **No** ✓

If yes, please describe: N/A

Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

Staff Report

City Commission Regular Meeting

January 8, 2026

To: City Commission
From:
Meeting Date: January 8, 2026
Item Name: Pre-Annexation Agreement - Summertown.

Background:
The red-line version of the Pre-Annexation Agreement for Summertown includes the recommendations and clarifications that resulted from the December 4, 2025, Workshop.

Fiscal Impact:

Staff Recommendation:

Attachments:
1. City transmittal 12.19.2025 annexation
2. Summertown Pre-Annexation Agreement MC3 redline 121725_rev

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls

Christy Earls
Attorney
CEarls@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

Proudly serving Flagler and Volusia Counties for over 50 years

December 19, 2025

Dale Martin
City of Flagler Beach
Via E-Mail Only

RE: Summertown Annexation

Dear Mr. Martin:

As you may recall, on November 13, 2025, the Flagler Beach City Commission conducted the first reading of the Summertown Annexation Comprehensive Plan Amendment and associated annexation materials, with no rezoning applications considered at that time. Following that meeting, the Commission held a workshop on December 4, 2025.

As a result of the Commission workshop and comments received from City staff and members of the public, a number of revisions and clarifications were requested. For your convenience, enclosed please find a redline version of the revised Pre-Annexation Agreement reflecting those changes and corrections. Also enclosed is a clean PDF version of the final Pre-Annexation Agreement, which we respectfully request be placed on the Commission agenda for consideration.

Should you have any questions or wish to discuss any aspect of the revisions, please do not hesitate to contact me at your convenience. For purposes of transparency and to ensure timely receipt, I have provided each of the City Commissioners with a copy of this correspondence and the enclosed materials.

Thank you for your time and assistance.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Return to:

Deleted: R

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 of the Annexed Property, which real property is more particularly described in portions of **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 of the Annexed Property, which real property is more particularly described in portions of **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 575,400 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.

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(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, and open space . 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** (Exhibit "C"), 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.

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(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.

(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 24. 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 25. 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 26. 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:	**Veranda Bay Investments, LLC** 3129 Springbank Lane Charlotte, NC 28226
	Highway 100 Commercial LLC ("HC 100") 800 North Highland Ave, Suite 200, Orlando, Florida 32803
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

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

_____
Print Name:_____

_____
Print Name:_____

Highway 100 Commercial LLC ("HC 100") a Florida limited liability company

By:_____
_____ Manager

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

_____
Print Name:_____

_____
Print Name:_____

VERANDA BAY INVESTMENTS, LLC, a Florida limited liability company

By:_____
William G. Allen Sr., Manager

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

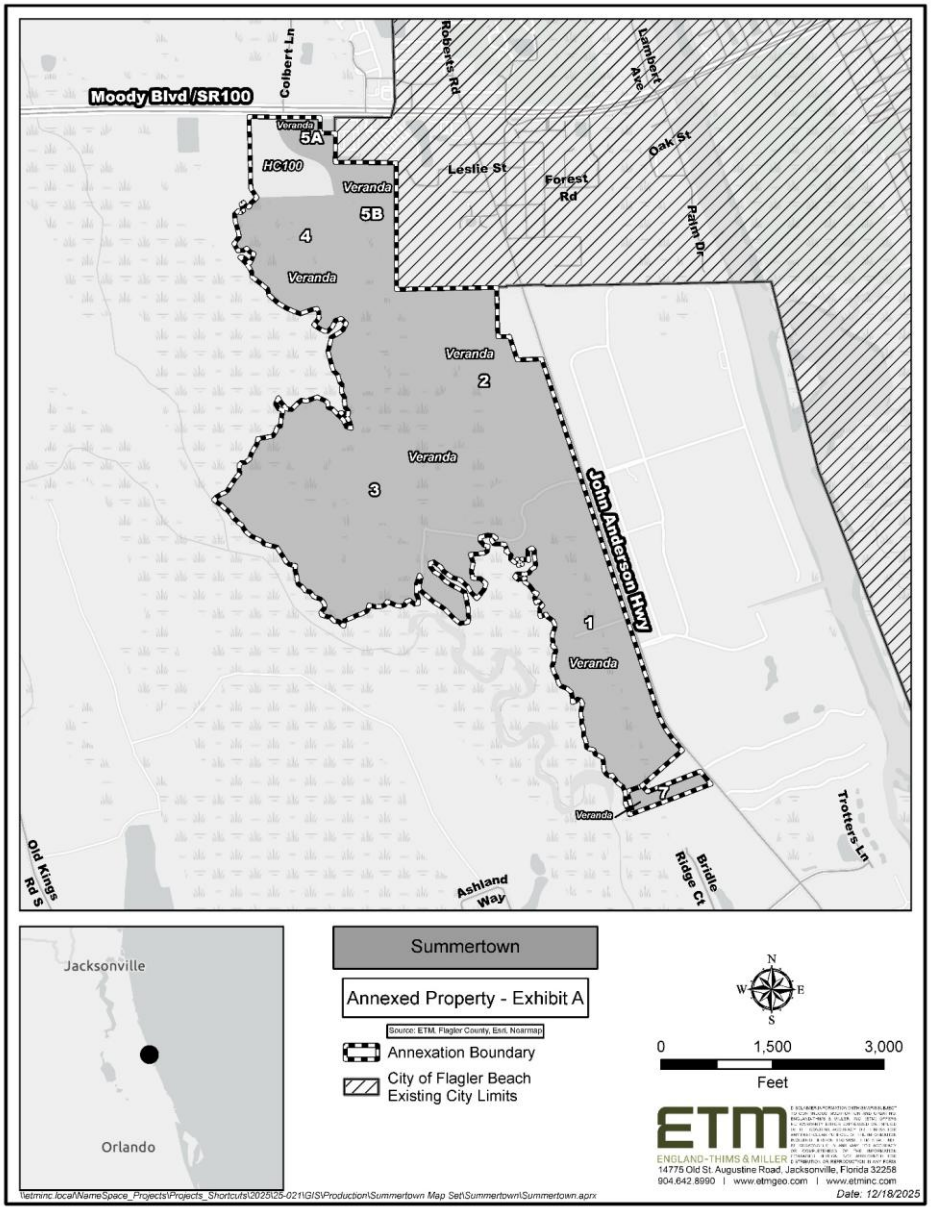

EXHIBIT A

Page **16** of **21**

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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 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.

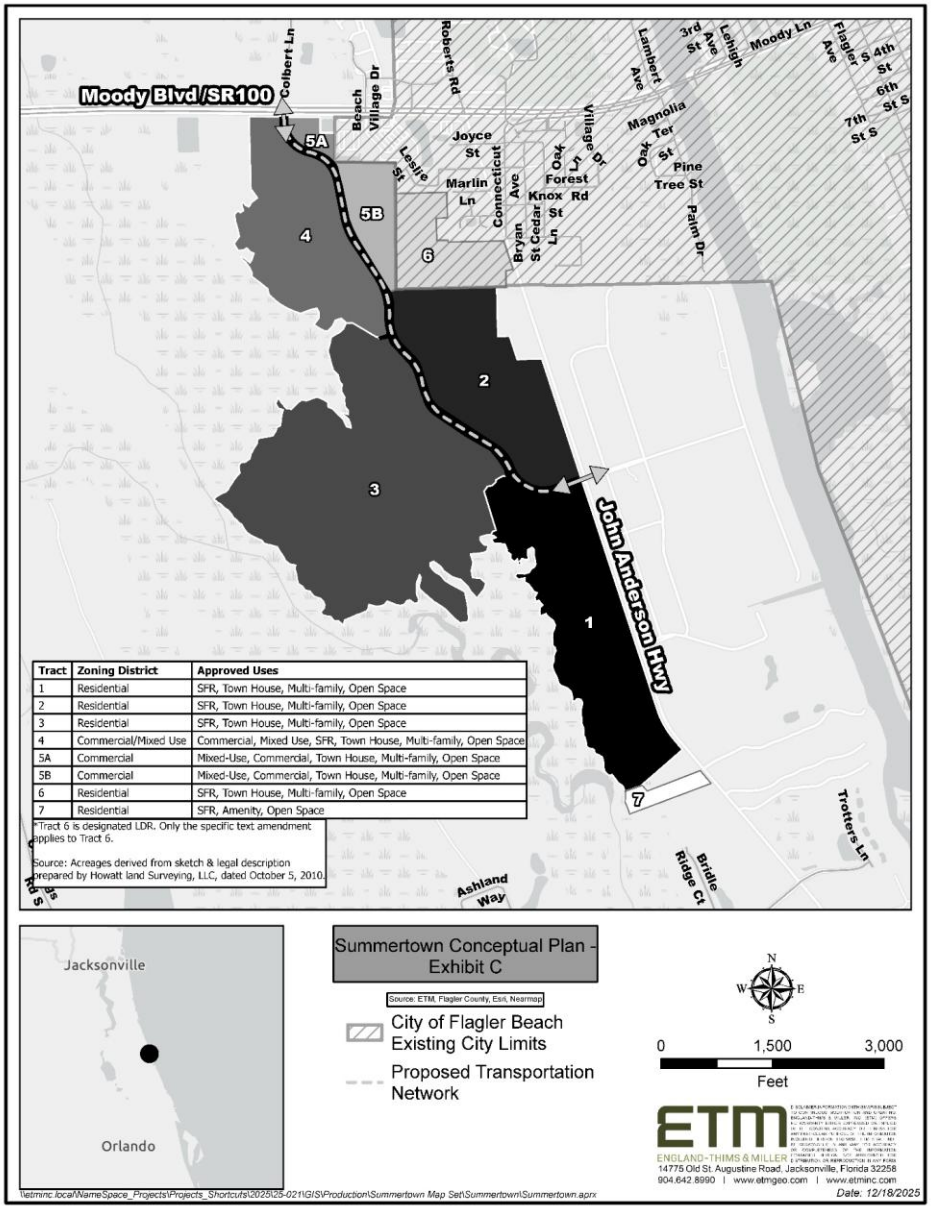
EXHIBIT "B"
APPROVALS

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"



Tract	Zoning District	Approved Uses
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed Use, SFR, Town House, Multi-family, Open Space
5A	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

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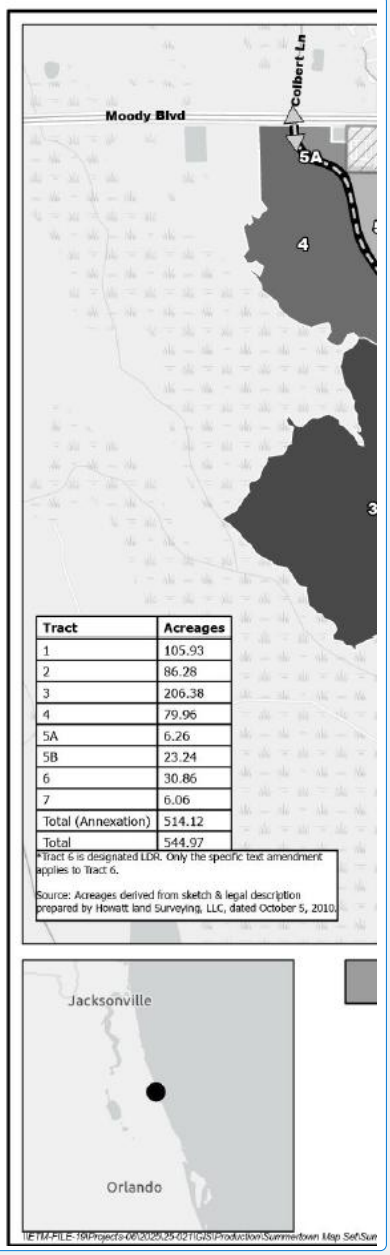

Tract	Acreages
1	105.93
2	86.28
3	206.38
4	79.96
5A	6.26
5B	23.24
6	30.86
7	6.06
Total (Annexation)	514.12
Total	544.97

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

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Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	January 8, 2026
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 - (Second [Final] Reading).

Background:

The Pre-Annaxtion Agreement included in the back-up material is a clean version updated after the December 04, 2025 Workshop.

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. 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. Summertown Pre-Annexation Agreement MC3 121725 clean FINAL
4. 2025-22 Annexation ST_FINAL DRAFT 01082026
5. ST_Application for Annexation for submittal
6. BIS 2025-22 ST
7. 2025-22 Annex Display ad
8. 2025-22 Annex Affidavit
9. 2025-22 Tribune Affidavit

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*.

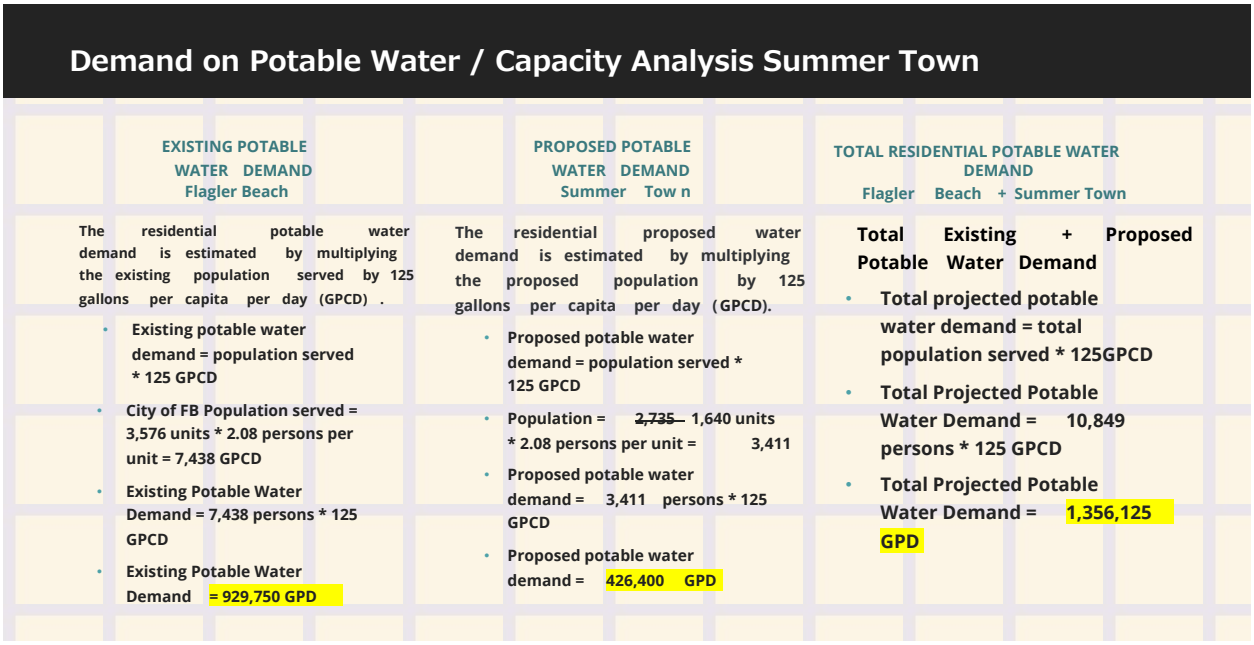
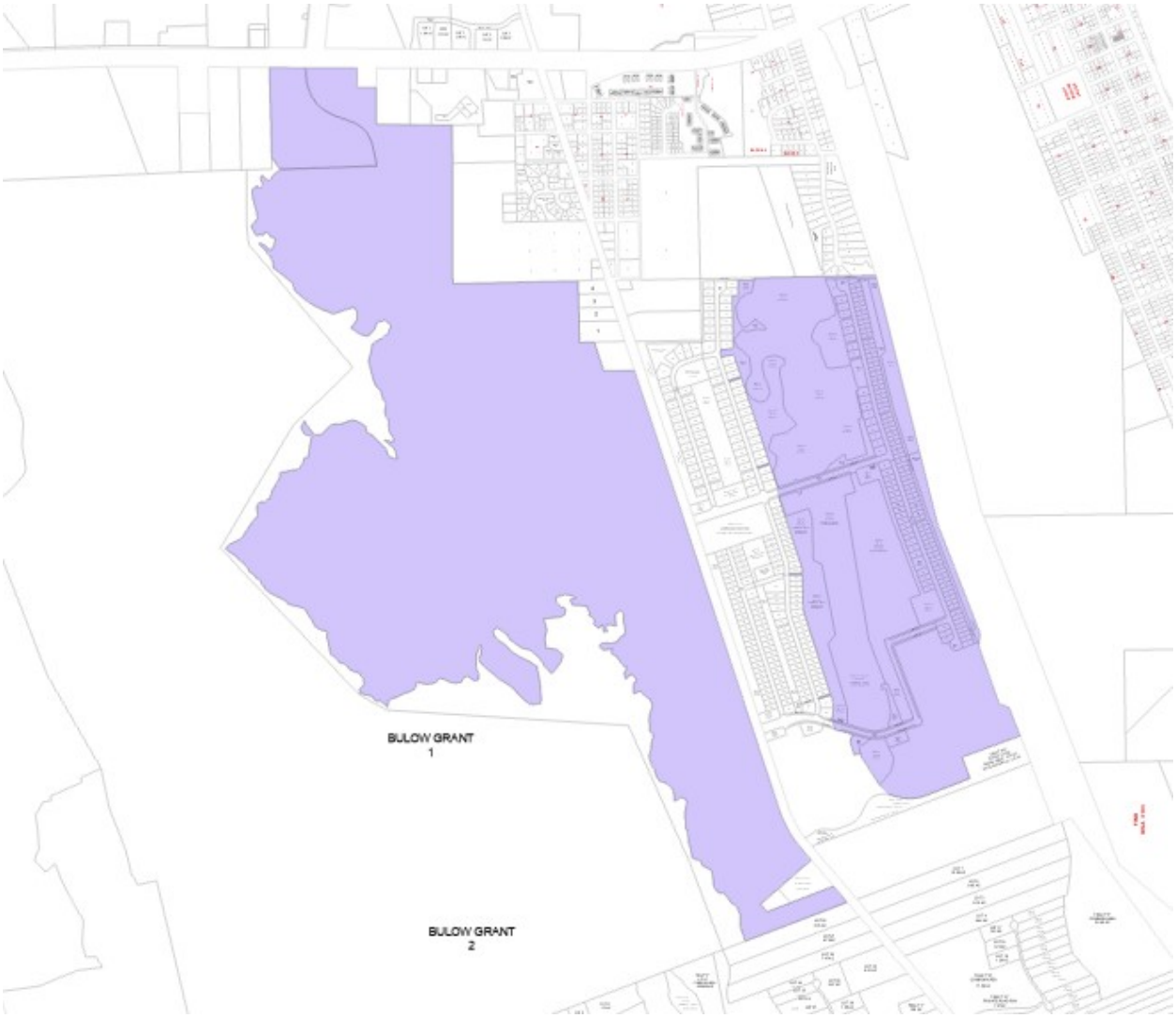


Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

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.



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.cityoftlaglerbeach.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.

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 of the Annexed Property, which real property is more particularly described in portions of **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 of the Annexed Property, which real property is more particularly described in portions of **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 575,400 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, and open space . 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** (Exhibit "C"), 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.

(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 24. 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 25. 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 26. 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:	**Veranda Bay Investments, LLC** 3129 Springbank Lane Charlotte, NC 28226 **Highway 100 Commercial LLC ("HC 100")** 800 North Highland Ave, Suite 200, Orlando, Florida 32803
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

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

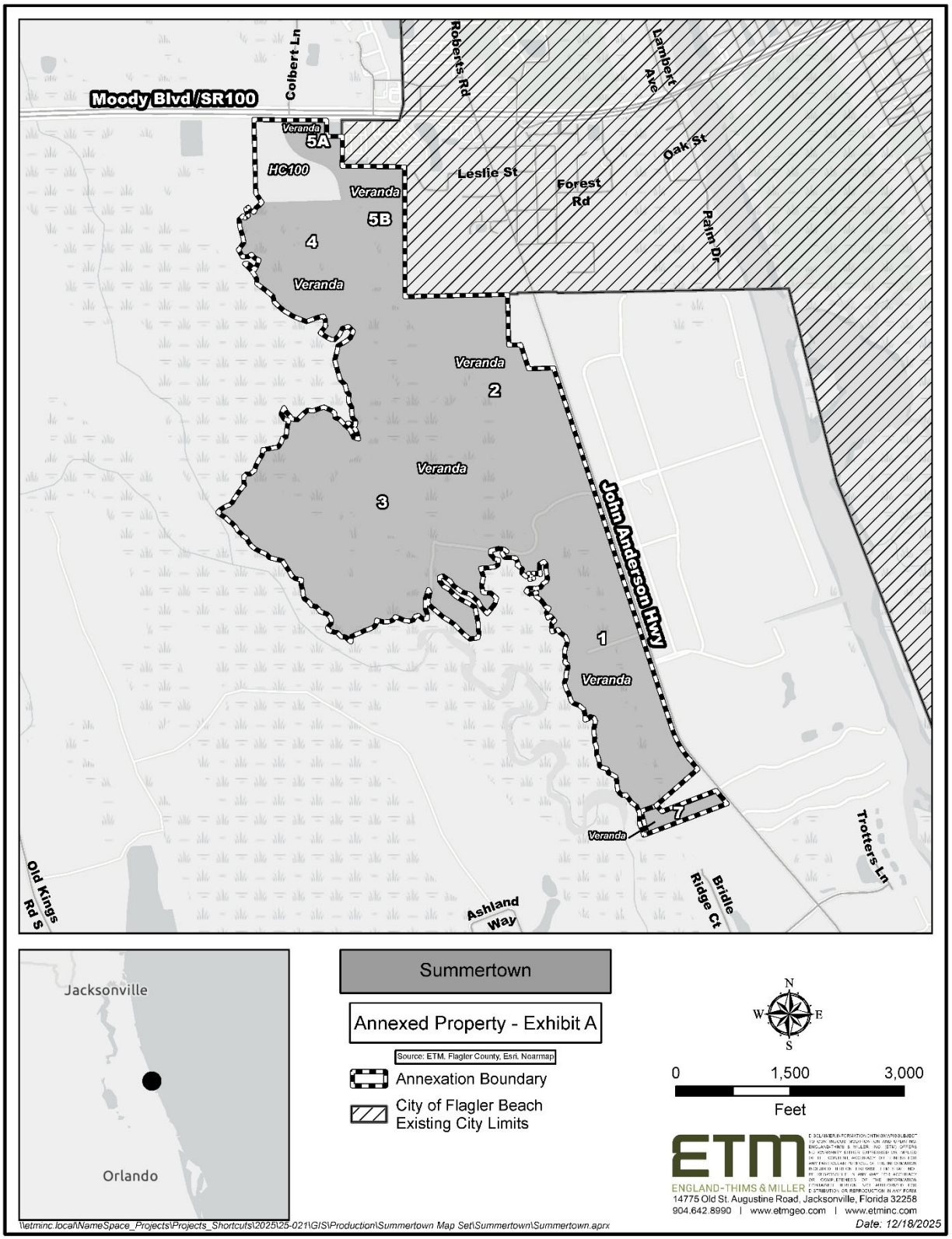

Moody Blvd /SR100
Colbert Ln
Roberts Rd
Lambert Ave
Oak St
Leslie St
Forest Rd
Palm Dr
John Anderson Hwy
Old Kings Rd S
Ashland Way
Bridle Ridge Ct
Trotters Ln
Veranda
5A
HC100
5B
4
2
3
1
7
Jacksonville
Orlando
Summertown
Annexed Property - Exhibit A
Source: ETM, Flagler County, Esri, Noarmap
Annexation Boundary
City of Flagler Beach Existing City Limits
N
W
E
S
0
1,500
3,000
Feet
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
\\etminc.local\NameSpace_Projects\Projects_Shortcuts\2025\25-021\GIS\Production\Summertown Map Set\Summertown\Summertown.aprx
Date: 12/18/2025

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 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.

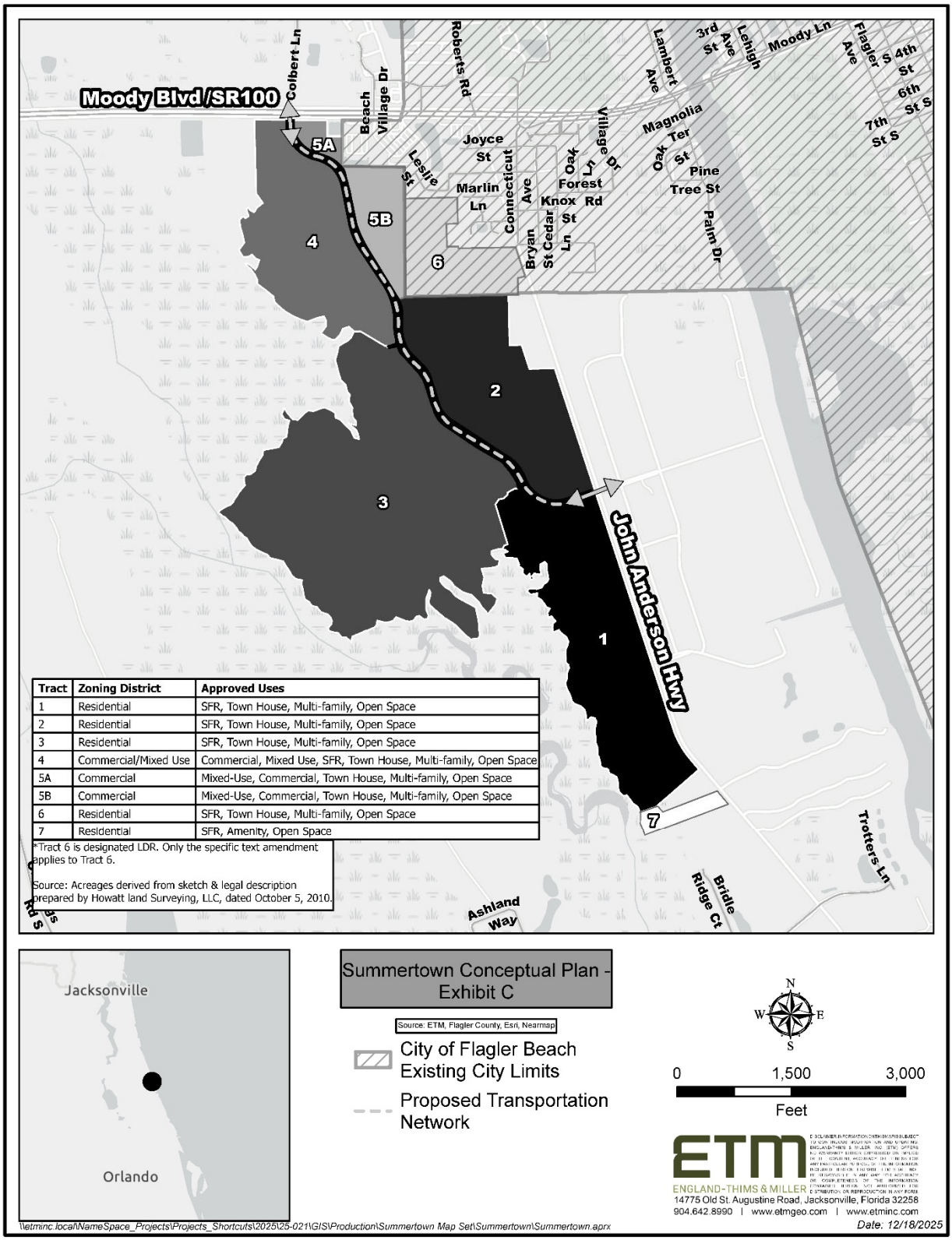
EXHIBIT "B"
APPROVALS

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"



Tract	Zoning District	Approved Uses
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed Use, SFR, Town House, Multi-family, Open Space
5A	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

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 Tribune and the Palm Coast Observer once each week for two consecutive weeks as evidenced by the affidavits 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 form 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 13th day of November, 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"

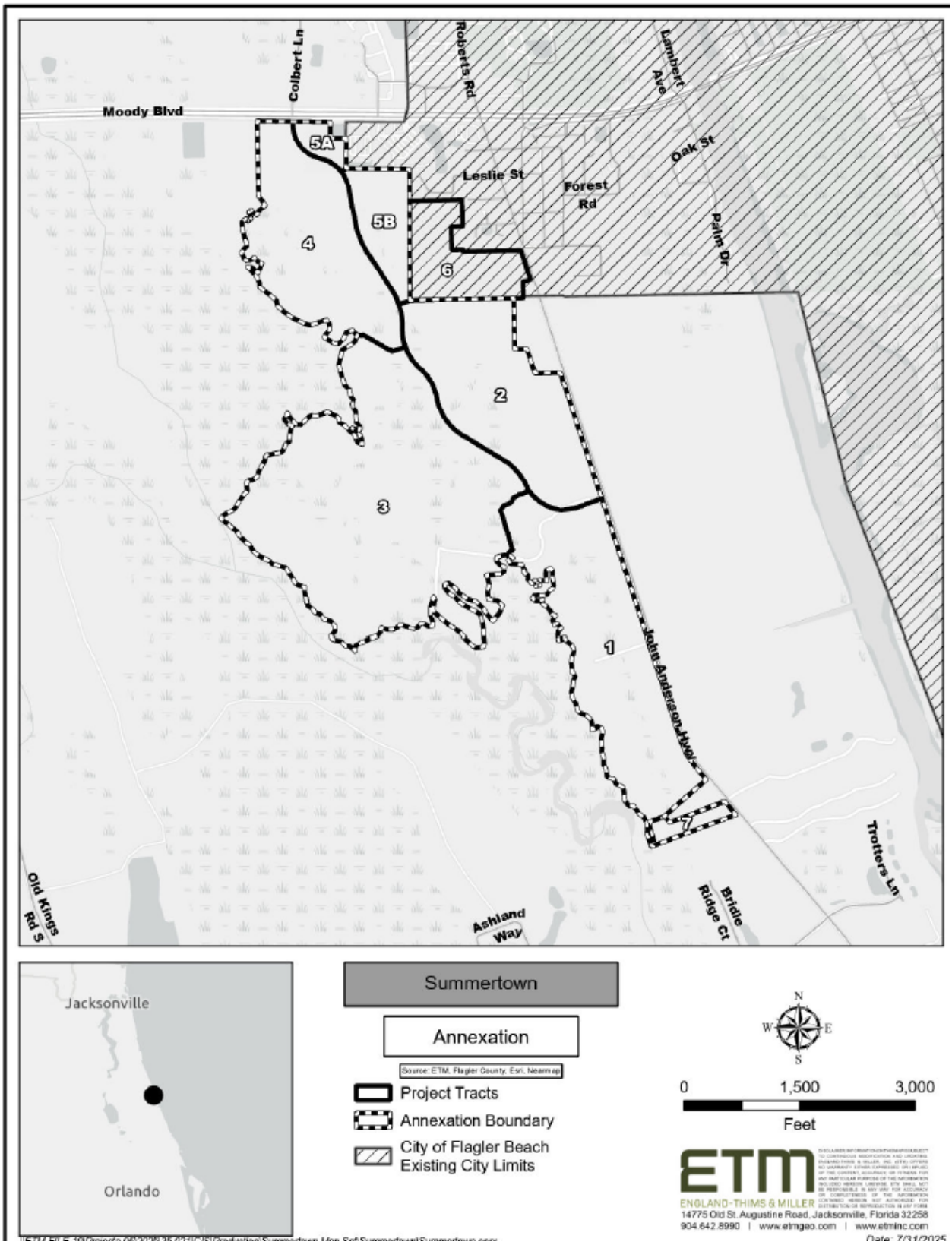

Moody Blvd
Colbert Ln
Roberts Rd
Lambert Ave
Oak St
Leslie St
Forest Rd
Palm Dr
5A
5B
6
4
2
3
1
7
John Anderson Hwy
Old Kings Rd S
Ashland Way
Bridle Ridge Ct
Trotters Ln
Jacksonville
Orlando
Summertown
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
Annexation Boundary
City of Flagler Beach Existing City Limits
N
W
E
S
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.etminc.com

EXHIBIT "C"

Serial Number
25-00358F

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 10/30/2025

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,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

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 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.

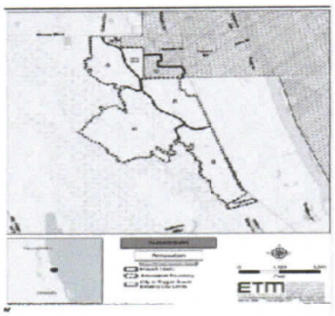
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: 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



Oct. 30 25-00358F

EXHIBIT "C"

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Commission of the City of Flagler Beach on January 8, 2026 beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of the hearing is for the City Commission to act upon the adoption of 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 TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

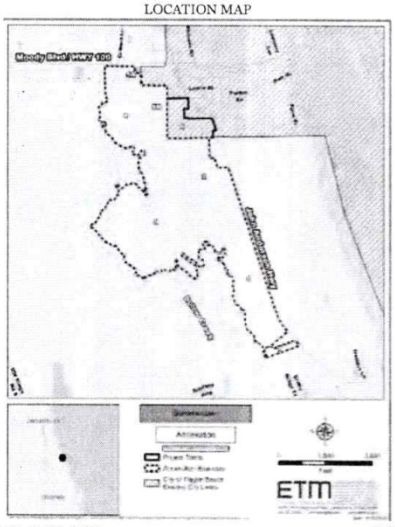
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. The subject property comprising of approximately 514.06 acres is located south of State Road 100/Moody Blvd, west of John Anderson Hwy and east and north of Bulow Creek, as depicted in the map below.

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.

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



December 11, 18, 25, 2025

7763-328898

EXHIBIT "C"

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Kirsten H. Fyke
Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328838

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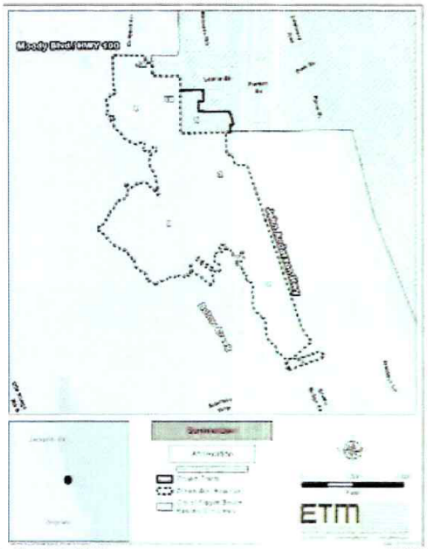
LOCATION MAP



December 11, 18, 25, 2025 7763-328838

EXHIBIT "C"

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

K. Lyn
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$331.55	
Tax Amount:	$0.00	
Payment Cost:	$331.55	
Order No:	11900341	# of Copies:
Customer No:	763298	1
PO #:	ORD 2025-22 REV JWL	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

EXHIBIT "C"

CITY OF FLAGLER BEACH
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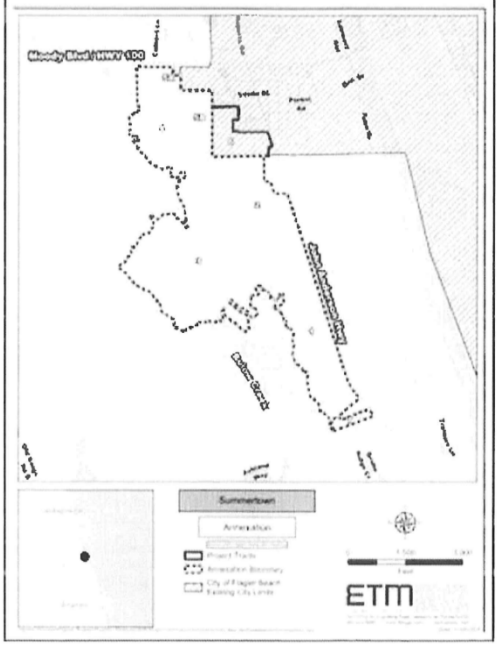


City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Veranda Bay Investments, LLC & Highway 100 Commercial, LLC 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 us 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

William G. Allen Signature of Owner one (1)	_____ Signature of Owner two (2)
Subscribed and Sworn to (or affirmed) before me by William G. Allen, Manager	Subscribed and Sworn to (or affirmed) before me by _____
This 30th day of July, 2025. Who is personally known to me or has produced _____ as identification.	This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.
HH190061 01/02/26 Commission Number & Expiration	_____ Commission Number & Expiration
Tracey A. Benavides Notary Public	_____ Notary Public

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

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

JESSICA SANTOLI
Notary Public-State of Florida
Commission # HH 567098
My Commission Expires
July 01, 2028

Highway 100 Commercial, LLC

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

Property Owner's Signature

William G. Allen, as Manager of Palm Coast Intracoastal, LLC
Property Owner's Printed Name

William G. Allen, as Manager of Veranda Bay Investments, 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-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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 Naples, FL 34103	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: Michael3@legalteamforlife.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 _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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 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"

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**

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 law[1] 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.

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Commission of the City of Flagler Beach on January 8, 2026 beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of the hearing is for the City Commission to act upon the adoption of 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 TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

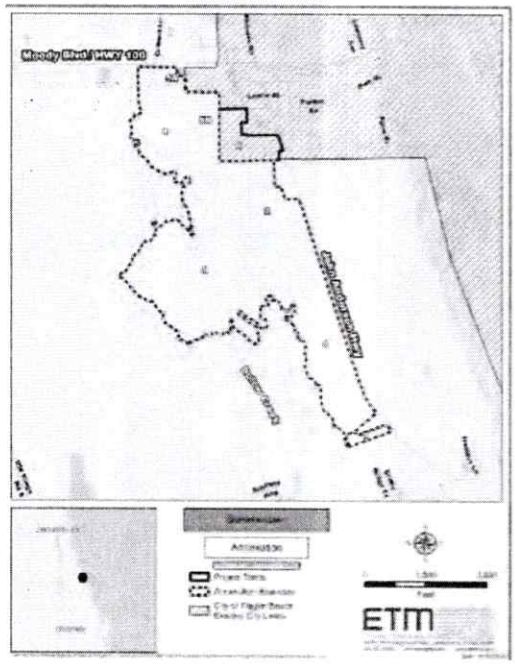
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. The subject property comprising of approximately 514.06 acres is located south of State Road 100/Moody Blvd, west of John Anderson Hwy and east and north of Bulow Creek, as depicted in the map below.

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.

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



December 11, 18, 25, 2025

7763-328898

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

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Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328838

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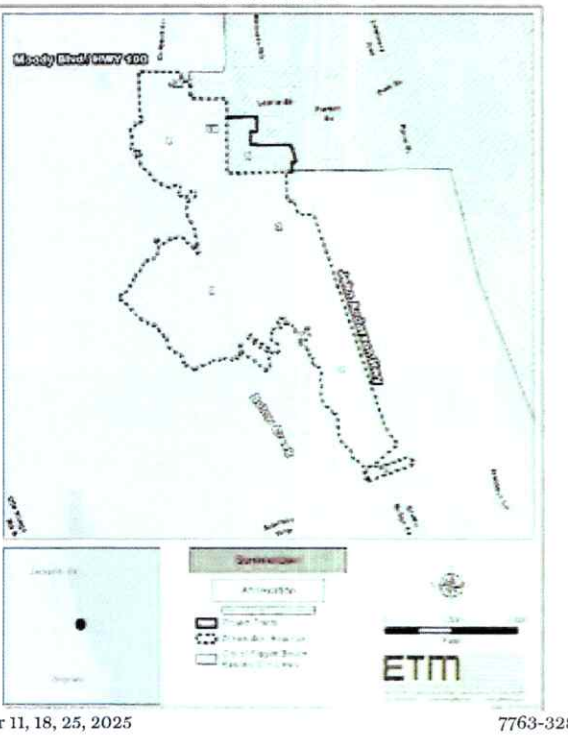

December 11, 18, 25, 2025 7763-328838

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

K. Felty
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$331.55		
Tax Amount:	$0.00		
Payment Cost:	$331.55		
Order No:	11900341	# of Copies:	
Customer No:	763298	1	
PO #:	ORD 2025-22 REV JWL		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH
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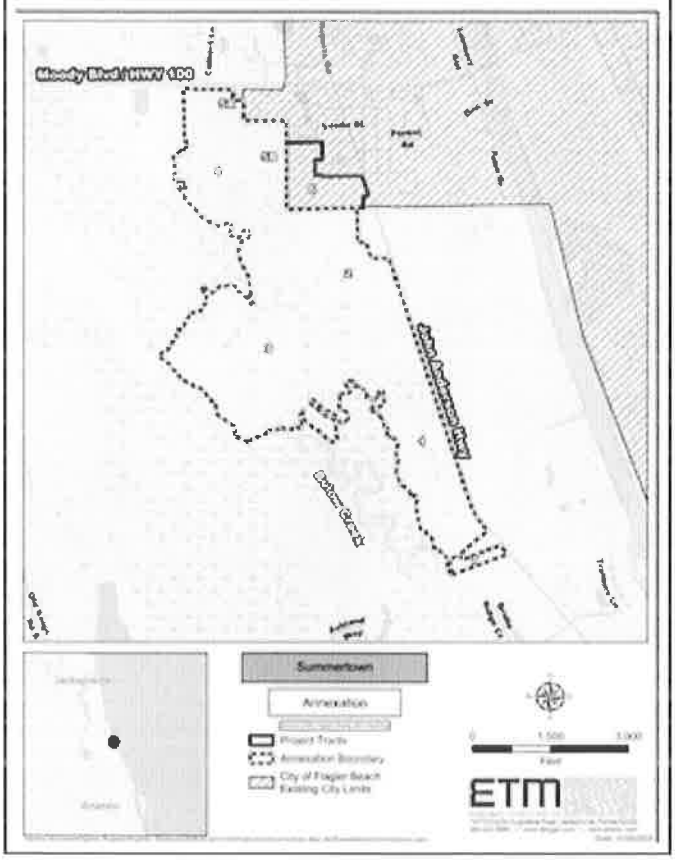
LOCATION MAP



Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	
Meeting Date:	January 8, 2026
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 - (Second [Final] Reading).

Background:

The applicants' request and staff's review of the FLUM amendment was sent to Florida Commerce for review. Florida Commerce completed the review with no comments, that December 19, 2025, letter is included in the back-up material.

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. 2025-25 FLUM Ordinance Comp Plan Amendment_Summertown_FINAL 01182026
2. Florida Commerce Review CTY FLAGLER BCH 25-03ESR (P)
3. State Historical Resources Review163-2025-8606-Flagler
4. FDOT 25-03ESR Review
5. FDEP Review Flagler Beach 25-03ESR Proposed
6. SJRWMD Review Flagler Beach proposed comprehensive plan amendment 2025-03ESR
7. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Summertown_FINAL
8. ST_Application for Comp Plan for submittal
9. BIS 2025-25 ST
10. 2025-25 FLUM Affidavit
11. 2025-25 Tribune 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 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 pr 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 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.

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:

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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:

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SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

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SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

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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.

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Summertown

Aerial

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

N
W
E
S

0 1,500 3,000

Feet

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

DISCLAIMER INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY EITHER EXPRESSED OR IMPLIED OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LIKEWISE, ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.

\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Summertown Map Set\Summertown\Summertown.aprx

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
25-00356F

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 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

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,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

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.

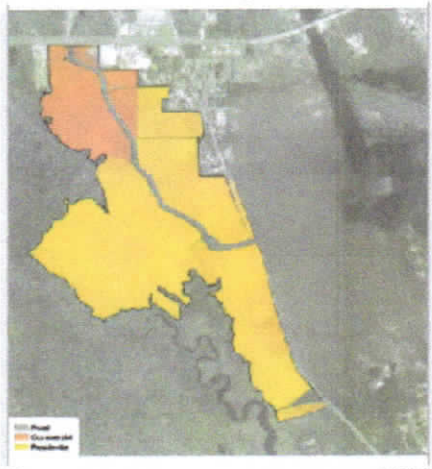
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

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 386-517-2000 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) 517-2000 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



Oct. 30 25-00356F

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328897

CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

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.

An application has been submitted to amend the Future Land Use Map (FLUM) designation for 544.97 acres of real property from Flagler County Agriculture, Conservation, and Mixed Use: High Intensity to City of Flagler Beach Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the second reading of the proposed FLUM amendment on January 8, 2026 at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The 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 further published notice.

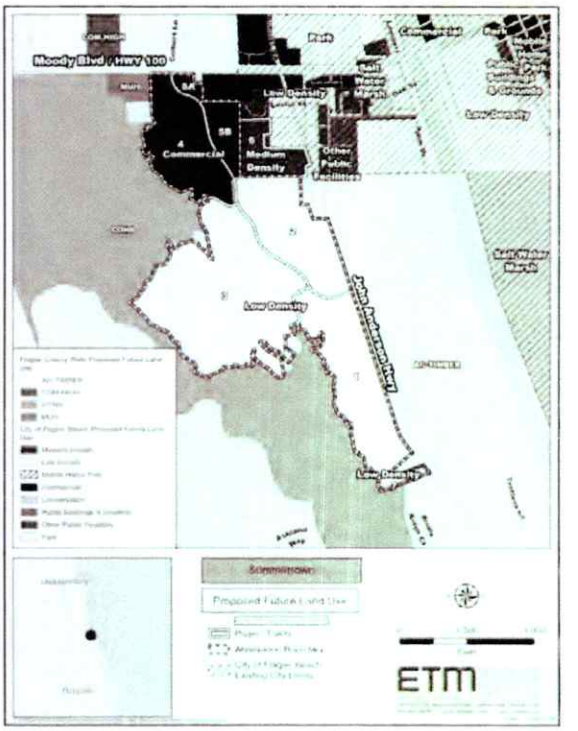
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed FLUM amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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) 517-2000 Ext. 233 at least 48 hours prior to the meeting.

LOCATION MAP



December 11, 18, 25, 2025

7763-328897

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$331.55	
Tax Amount:	$0.00	
Payment Cost:	$331.55	
Order No:	11900369	# of Copies:
Customer No:	763298	1
PO #:	Comp ST JWL REV	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

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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.

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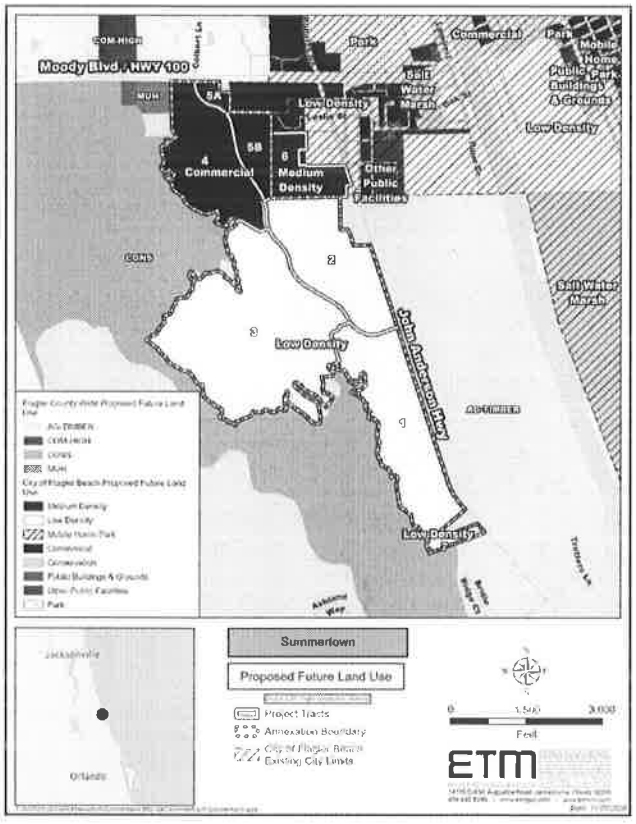

December 19, 2025

The Honorable Patti King
Mayor, City of Flagler Beach
P.O. Box 70
105 South 2nd Street
Flagler Beach, Florida 32136

Dear Mayor King,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Flagler Beach (Amendment No. 25-03ESR) received on November 20, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850) 717-8504 or by email at Avian.Williams@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /aw

Enclosure(s): Procedures for Adoption

cc: Lupita McClenning, City Planner, City of Flagler Beach
Elizabeth Payne, AICP, Chief Executive Officer, Northeast Florida Regional Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on thi document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "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 the amendment is 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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

City of Flagler Beach
Planning & Zoning Department
800 South Daytona Avenue
Flagler Beach, Florida 32136

December 17, 2025

Re: DHR Project File No. 2025-8606
Proposed Large-Scale FLUM and Text Amendment (Flagler Beach 25-03ESR)

To Whom It May Concern:

According to this agency's responsibilities under Section 163.3184(3)(b) *Florida Statutes*, we reviewed the above document to determine if proposed plan elements may adversely impact significant historic resources.

We would like to note that, according to the Florida Master Site File (FMSF), archaeological site 8FL221 is located within the boundaries of the above referenced amendment location. This office previously found site 8FL221 to be eligible for listing in the National Register for Historic Places (NRHP). Because there are known historical resources in the area and because conditions in the area are favorable for the presence of additional resources, it is the recommendation of this office that any future plans should be sensitive to locating, assessing and avoiding potential adverse impacts to historical resources.

For any questions concerning our comments, please contact CompliancePermits@dos.fl.gov.

Sincerely,

Kelly L Chase
For

Alissa S. Lotane
Director, Division of Historical Resources and State Historic Preservation Officer

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

December 19, 2025

Ms. Lupita McClenning
City Planner
Planning & Zoning Department
800 S Daytona Avenue
Flagler Beach, FL 32136

Subject: Flagler Beach Proposed Comprehensive Plan Amendment 25-03ESR

Dear Ms. McClenning,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed amendment Flagler Beach 25-03ESR.

The Proposed Large-Scale Comprehensive Plan Amendment, locally designated as PFLUMA25-0002 with associated Ordinance 2025-25 (Summertown "Property" CPA), is a privately initiated Future Land Use Map (FLUM) and text amendment. The FLUM amendment proposes to amend the FLUM designation for 544.97 acres from Flagler County land use designations of Agriculture, Conservation, Mixed-Use High Intensity, and City of Flagler Beach Low and Medium Density Residential to City of Flagler Beach Commercial and Low-Density Residential. The subject property is generally located along the east and west sides of John Anderson Highway, and directly south of SR 100.

The text amendment includes a site specific policy for the Land Use Element, Policy A.1.1.3.I limiting the development on 544.97 acres (60% of the full 899.09-acre development property) on the subject FLUs to a maximum of 1,640 Residential Dwelling Units (DUs), 840,000 square feet of nonresidential uses and a maximum of 250 Hotel Rooms ("Development Plan"). The remaining 354.12 acres of development property (40%) is proposed to be designated as open space. The text amendment also mentions that land uses permitted within the Low Density Residential and Commercial FLU designations shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations. The amendment also mentions that 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.

It should be noted that the 899.09-acre subject property is currently part of a larger 1,999-acre property, known as the Hammock Beach River Club Planned Unit Development (PUD). The PUD is subject to a Master Development Agreement (MDA) from 2005 between the applicant and Flagler County, which was approved for the currently adopted FLUs.

- Per the original MDA, the 1,999-acre PUD was designated for 694 acres of Conservation, 33 acres of Mixed-Use High Intensity and Medium High Density, and 1,272 acres of Agriculture.
    - Original MDA Link: records.flaglerclerk.gov/Document/GetDocumentByBookPage/?booktype=OR&booknumber=1429&pagenumber=19

- Based on the FLUM provided in the staff report, the subject 899.09-acre CPA is currently designated as approximately 505.97 acres of County Agriculture, 15.00 acres of County Mixed-Use High Intensity, and 24.00 acres of City Medium Density Residential.

This proposed amendment will yield a change in density/intensity that will result in an increase to the trip generation potential of the property. The proposed amendment will result in net increase of 22,182 Daily trips and 1,162 P.M. peak hour trips. Please see the table on page 4 showing the Daily trip generation potential.

Pursuant to Section 163.3184(3)(b)(4)(c), FDOT has determined the proposed amendment has the potential to produce adverse impacts to transportation resources or facilities of state importance, specifically on segments of I-95 (a Strategic Intermodal System (SIS) facility), SR A1A, and SR 100 (Seminole Woods Boulevard to I-95 Southbound Ramp is a SIS facility) in the vicinity of the project (3-mile radius).

Roadway Analysis: Based on independent preliminary roadway analysis (shown on page 5) of I-95, SR 100, and SR A1A, the following segment of SR 100 exceeds the roadway capacity in the existing (2024) condition and in the future background (2035 horizon year) condition:

- SR 100 from Seminole Woods Boulevard to the I-95 Southbound Ramp (SIS Corridor)
    - Note that this segment is included in the latest Volusia-Flagler TPO 2050 Cost-Feasible-Plan, however construction is not funded by 2050 (Right-of-Way feasible by 2041-2050)

Considering the net change in trip generation based on the FLU amendment, the following segments of SR 100 are anticipated to exceed their capacity in the future buildout (2035) condition as a result of project trips:

- SR 100 from the I-95 Southbound Ramp to Old Kings Road
- SR 100 from Old Kings Road to East of Colbert Lane

Please see **FDOT's recommendations below:**

1. The staff report notes the buildout of the development as 2045, 2035, and 2030 in pages 6, 14, and 15 of the pdf, respectively. **Please verify the correct anticipated buildout and ensure the buildout within the traffic study is consistent with that estimate.**

2. Per Section 7.5 of the staff report (included in pages 14 through 16 of the pdf), it is noted that a traffic study was submitted as part of the proposed CPA. However, there was no traffic study included within the transmitted CPA package. Also, according to the staff report in Section 7.5.3, "the Summertown Segment Analysis demonstrates that the project development program will not result in a reduction in the adopted Level of Service during the build out year" and "No mitigation anticipated to be required by the development at this phase buildout", which differs from the independent analysis provided on page 5 identifying that SR 100 from I-95 Southbound Ramp to East of Colbert Lane is anticipated to exceed their capacity in the future buildout (2035) condition as a result of project trips. **FDOT requests that the city continues to coordinate with the FDOT as the project progresses and the applicant submits a design-level traffic study.**

3. Per Section 7.5.3 of the staff report: "**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." **Per comments 1 and 2, please coordinate with the FDOT and provide the traffic study for review to verify compliance with FDOT requirements.**

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me in the Planning Department at 386-943-5421 or by email at tiffany.hill@dot.state.fl.us.

Sincerely,

Tiffany Hill
Planning Supervisor II

cc: Christina Nazaire, FL Commerce
Steven Buck, FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

Flagler Beach CPA 25-03ESR Trip Generation Table

Scenario	FLU	Density/Intensity		Acreage	Yield		ITE 12th Edition LUC	Daily Trip Generation	PM Peak Hour Trip Generation		
									Enter	Exit	Total
Adopted	County Agriculture-Timber (AG-TIMBER)	0.2	DU/Acre	505.97	101	DU	210	1,081	60	37	97
	County Mixed-Use High Intensity (MUH)	10.0	DU/Acre*	9.05	90.00	DU	220	627	31	20	51
		0.4	FAR	5.95	103.70	KSF	821	11,465	436	454	890
	City Medium Density Residential	18.0	DU/Acre	24.00**	432	DU	220	2,553	133	82	215
	Gross Trips							**15,726**	**660**	**593**	**1,253**
	Internal Capture Reduction							**3,106**	**147**	**147**	**294**
	External Trips							**12,620**	**513**	**446**	**959**
	Pass-by Reduction****							**2,167**	**110**	**85**	**195**
	Net New External Trips							**10,453**	**403**	**361**	**764**
Proposed	City Commercial/ Low Density Residential*	***	***	***	1,640	DU	210	13,500	782	480	1,262
		***	***	***	840.00	KSF	820	30,568	1,054	1,098	2,152
		***	***	***	250.00	Rooms	310	1,460	80	77	157
	Gross Trips							**45,528**	**1,916**	**1,655**	**3,571**
	Internal Capture Reduction							**9,924**	**426**	**426**	**852**
	External Trips							**35,604**	**1,490**	**1,229**	**2,719**
	Pass-by Reduction****							**2,167**	**110**	**85**	**195**
	Net New External Trips							**33,437**	**1,380**	**1,144**	**2,524**
Net New External Trip Generation (Proposed - Adopted)								**22,984**	**977**	**783**	**1,760**

*Based on the adopted MDA, the multi-family development is limited to 150 DU out of the 199 DU entitlement. Based on the FLU density, the computed 90 DU falls below the 150 DU limit.

** Based on Property Appraiser website for Parcel ID – 11-12-31-0650-000D0-0011.

***Maximum Yield is limited based on CPA text and is not dictated by density/intensity.

****Pass-by is limited to 10% of adjacent street traffic projected on SR 100 (21,670 Daily, 1,950 Peak Hour, 1,100 Peak Hour Peak Direction).

Flagler Beach CPA 25-03ESR:

Roadway Level of Service Analysis (Existing and 2035 Background and Buildout Conditions)

							AADT								
							2023			2035					
FACILITY	FROM	TO	SIS	LANES 2024	LANES 2035	CONTEXT CLASS FUTURE	AADT 2024	MSV DAILY 2024	LOS DAILY 2024	BACKGROUND AADT 2035	MSV DAILY 2035	BACKGROUND LOS 2035	Distribution	BUILDOUT AADT 2035	BUILDOUT LOS 2035
I-95 / SR-9	Marco Polo Blvd	SR 100	SIS Corridor	6	6	LA	86,500	122,800	C	105,619	122,800	D	10%	107,917	D
I-95 / SR-9	SR 100	Palm Coast Pkwy	SIS Corridor	6	6	LA	92,438	122,800	C	106,875	122,800	D	10%	109,174	D
SR-100 / Moody Blvd	Seminole Woods Blvd	I-95 SB Ramp	SIS Corridor	4	4	C3C	38,500	38,430	F	40,857	38,430	F	40%	50,051	F
SR-100 / Moody Blvd	I-95 SB Ramp	Old Kings Rd	Not SIS	4	4	C3C	29,000	38,430	C	37,905	38,430	D	60%	51,695	F
SR-100 / Moody Blvd	Old Kings Rd	E of Colbert Ln	Not SIS	4	4	C3C	23,649	36,600	C	28,023	36,600	C	60%	41,814	F
SR-100 / Moody Blvd	E of Colbert Ln	John Anderson Hwy	Not SIS	4	4	C3C	18,000	38,430	C	21,667	38,430	C	60%	35,457	D
SR-100 / Moody Blvd	John Anderson Hwy	Start of Bridge	Not SIS	4	4	C3C	18,000	38,430	C	20,619	38,430	C	40%	29,813	C
SR-100 / Moody Blvd	Start of Bridge	End of Bridge	Not SIS	4	4	C3R	18,000	39,165	C	20,619	39,165	C	40%	29,813	C
SR-100 / Moody Blvd	End of Bridge	W of Flagler Ave	Not SIS	4	4	C2T	18,000	32,970	C	20,619	32,970	C	30%	27,514	D
SR-100 / Moody Blvd	W of Flagler Ave	SR A1A	Not SIS	4	4	C2T	14,900	32,970	C	17,571	32,970	C	30%	24,467	C
SR-A1A	S Central Ave	S of 28th St S	Not SIS	2	2	C1	5,300	11,200	C	5,876	11,200	C	15%	9,324	D
SR-A1A	S of 28th St S	28th St S	Not SIS	2	2	C3R	5,100	19,360	B	5,781	19,360	C	15%	9,229	C
SR-A1A	28th St S	S 12th St	Not SIS	2	2	C3R	5,100	19,360	B	8,714	19,360	C	15%	12,162	C
SR-A1A	S 12th St	S 9th St	Not SIS	2	2	C4	7,800	19,360	B	10,000	19,360	D	15%	13,448	D
SR-A1A	S 9th St	SR 100	Not SIS	2	2	C4	7,800	14,080	D	10,000	14,080	D	15%	13,448	D
SR-A1A	SR 100	S of N 14th St	Not SIS	2	2	C4	7,700	14,080	D	8,643	14,080	D	15%	12,090	D
SR-A1A	S of N 14th St	Ocean Marina Dr	Not SIS	2	2	C3R	7,700	17,920	C	8,643	17,920	C	15%	12,090	C

Orange highlighted segments represent segments that are anticipated to fail as a result of project buildout.

The red text denotes that SR 100 from Seminole Woods Blvd to I-95 is not Cost-Feasible to be widened by 2035 (funding is only up to ROW by 2050 based on the latest Volusia-Flagler TPO 2050 Cost-Feasible Plan).

From: Lupita McClenning
To: Michael Chiumento III; Drew Smith; Ken Belshe <kenbelshe@yahoo.com>
Cc: Michele Ficocello; Dale Martin; Caroline McNeil; Lindsay Haga
Subject: FW: External - Flagler Beach 25-03ESR Proposed
Date: Monday, December 22, 2025 2:40:00 PM
Attachments: image001.png

Please see below - no doubt the Summertown team aware – no objections – just passing along comments.

Technical assistance comments from FL DEP that future development must be done in compliance with all applicable environmental regulatory requirements. Also noted is the more restrictive permitting requirements for direct and indirect discharges to Outstanding Florida Water (OFW) and for permitted activities within, adjacent to, or upstream of OFWs (associated with Bulow Creek and the Tomoka Marsh Aquatic Preserve.)

Lupita McClenning
City Planner
City of Flagler Beach, FL
o: 386-517-2000 ext. 257
Email: lmcclenning@cityofflaglerbeach.com

From: Plan_Review <Plan.Review@FloridaDEP.gov>
Sent: Friday, December 19, 2025 3:57 PM
To: Lupita McClenning <LMcClenning@cityofflaglerbeach.com>
Cc: Plan_Review <Plan.Review@FloridaDEP.gov>
Subject: External - Flagler Beach 25-03ESR Proposed

You don't often get email from plan.review@floridadep.gov. Learn why this is important
Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

To: Lupita McClenning, City Planner

Re: Flagler Beach 25-03ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department offers the following technical assistance:

Please note that the proposed amendment site is within the Bulow Creek drainage basin and contains wetland areas associated with Bulow Creek and the Tomoka Marsh Aquatic Preserve, which has been designated an Outstanding Florida Water (OFW) pursuant to Chapter 62-302, Florida Administrative Code (F.A.C.). Any future development must be done in compliance with all applicable environmental regulatory requirements to ensure that there are no adverse impacts to important state resources. There are more restrictive permitting requirements for direct and indirect discharges to OFWs and for permitted activities within, adjacent to, or upstream of OFWs. Please see Rule 62-4.242, F.A.C. (antidegradation Permitting Requirements; Outstanding Florida Waters; Outstanding National Resource Waters), Chapter 62-330, F.A.C. (Environmental Resource Permitting), the Water Quality Standards Program OFW Question and Answer Sheet (found at https://floridadep.gov/dear/water-quality-standards/content/outstanding-florida-waters), and consult with the appropriate regulatory permitting authority for additional information.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

From:	Steve Fitzgibbons
To:	Lupita McClenning
Cc:	dcpexter@commerce.fl.gov; Michele Ficocello; Williams, Avian
Subject:	External - City of Flagler Beach proposed comprehensive plan amendment 2025-03ESR
Date:	Thursday, December 18, 2025 1:02:38 PM
Attachments:	image001.png

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. McClenning,

St. Johns River Water Management District (District) staff have reviewed City of Flagler Beach proposed comprehensive plan amendment 2025-03ESR in accordance with the provisions of Chapter 163, Florida Statutes. Based upon review of the submitted materials, District staff have no comments on the proposed amendment. The District notes that the City recently completed an update of its water supply facilities work plan (WSFWP) as part of comprehensive plan amendment 2025-02ESR.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
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We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

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• Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
• Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida

Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/

SUMMERTOWN 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
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

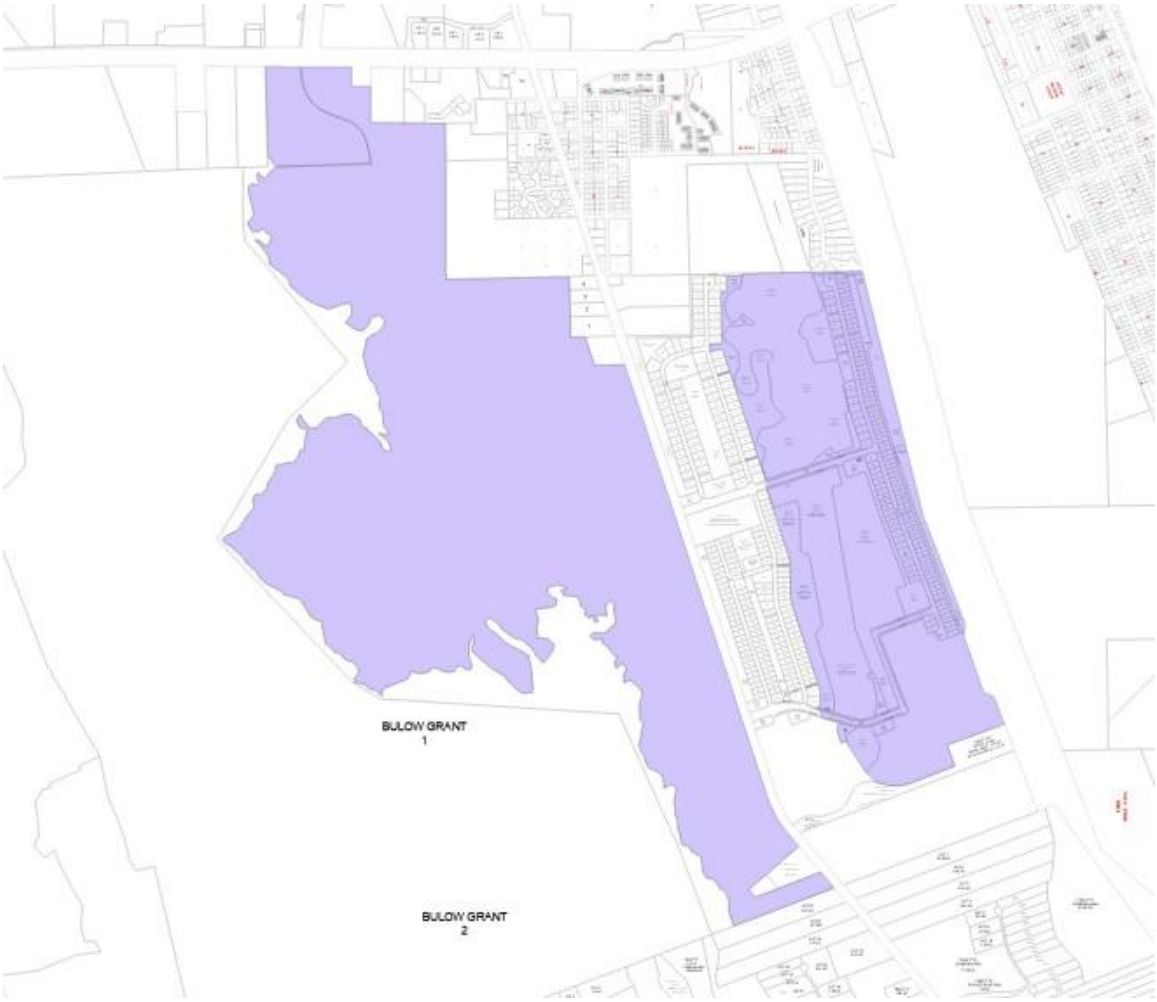
The development is on the west side John Anderson Highway, and access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection.

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 mis, 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.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 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 elliottii*), sand pine, southern magnolia (*Magnolia grandif*olia), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua).* Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Ce/tis 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 (*lex vomitoria*), wax myrtle (*Myrica cerifera*), greenbriar (*Smilax spp*.), and bracken fem (*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 secundatu*m), 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 fem *(Blechnum serrulatum),* royal fem *(Osmunda regalis),* Virginia chain fem *(Woodwardia virginica),* and cinnamon fem *(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	*Corvus brachyrhynchos*	No
	Northern cardinal	*Cardina/is cardinalis*	No
	Black vulture	*Coragyps atratus*	No
	Red shouldered hawk	*Buteo lineatus*	No
	Blue Jay	*Cyanocitta cristata*	No
Mammals			
	Florida Black Bear	*Ursus Americanus floridanus*	No
	Gray Squirrel	*Sciurus carolinensis*	No
	White Tailed Deer	*Odocoileus virginianus*	No
Reptiles			
	Gopher Tortoise	*Gopherus polyphemus*	Yes
	Diamondback rattlesnake	*Crotalus adamanteus*	No
	Cottonmouth	*Agkistrodon piscivorus*	No
	Southern black racer	*Coluber constrictor*	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.

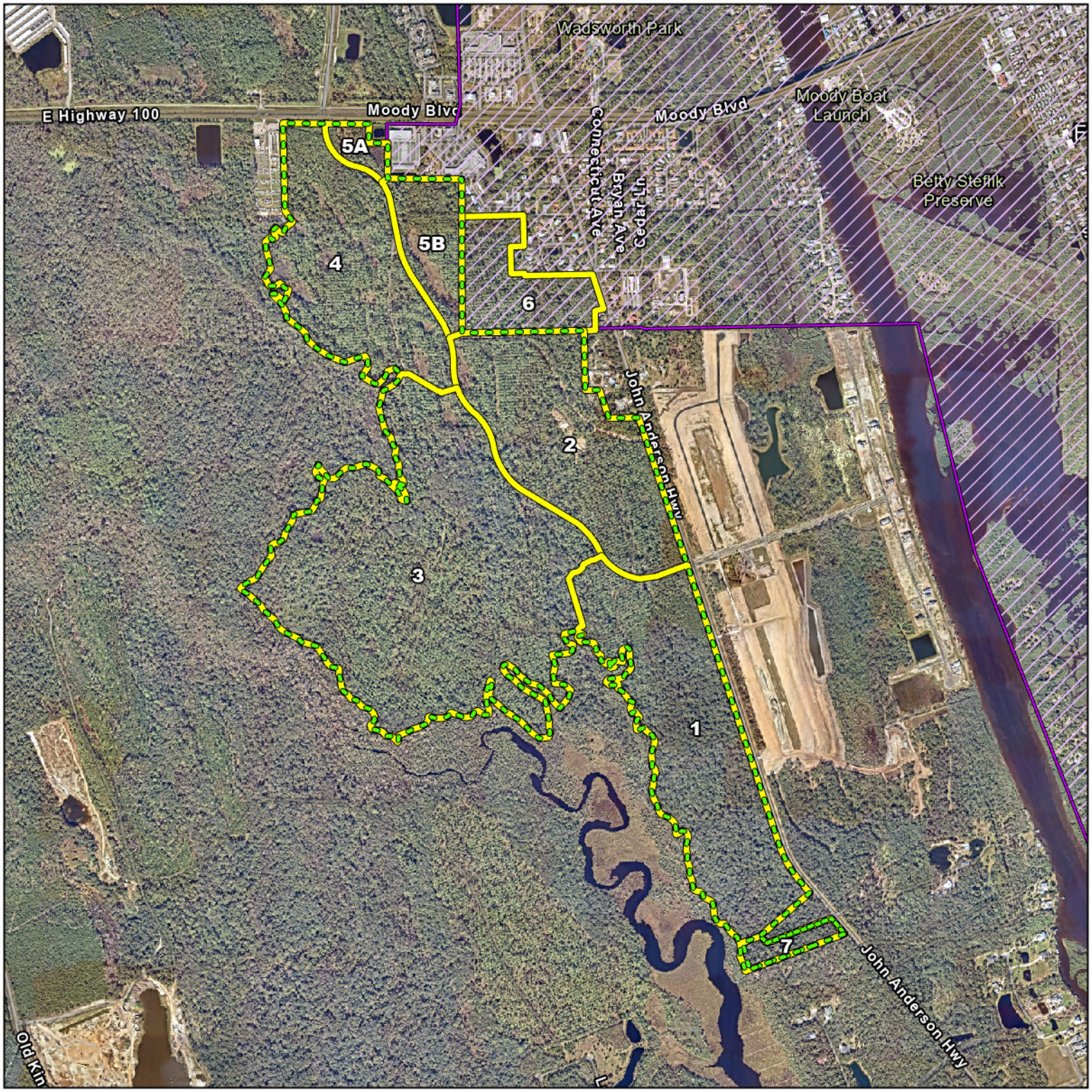
Staff Recommendation

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

N

W E

S

0 1,500 3,000

Feet

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
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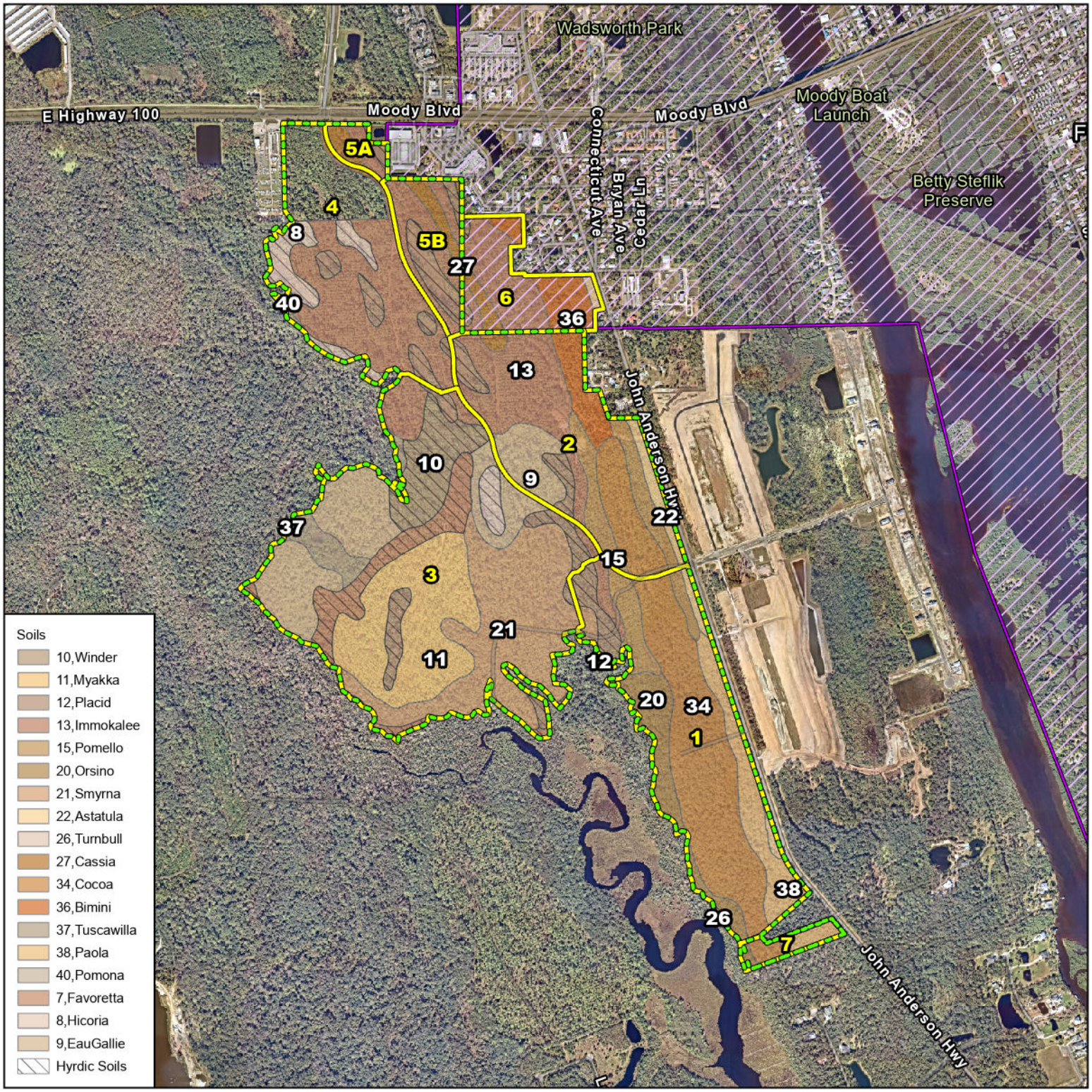

Summertown

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

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W E

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0 1,500 3,000

Feet

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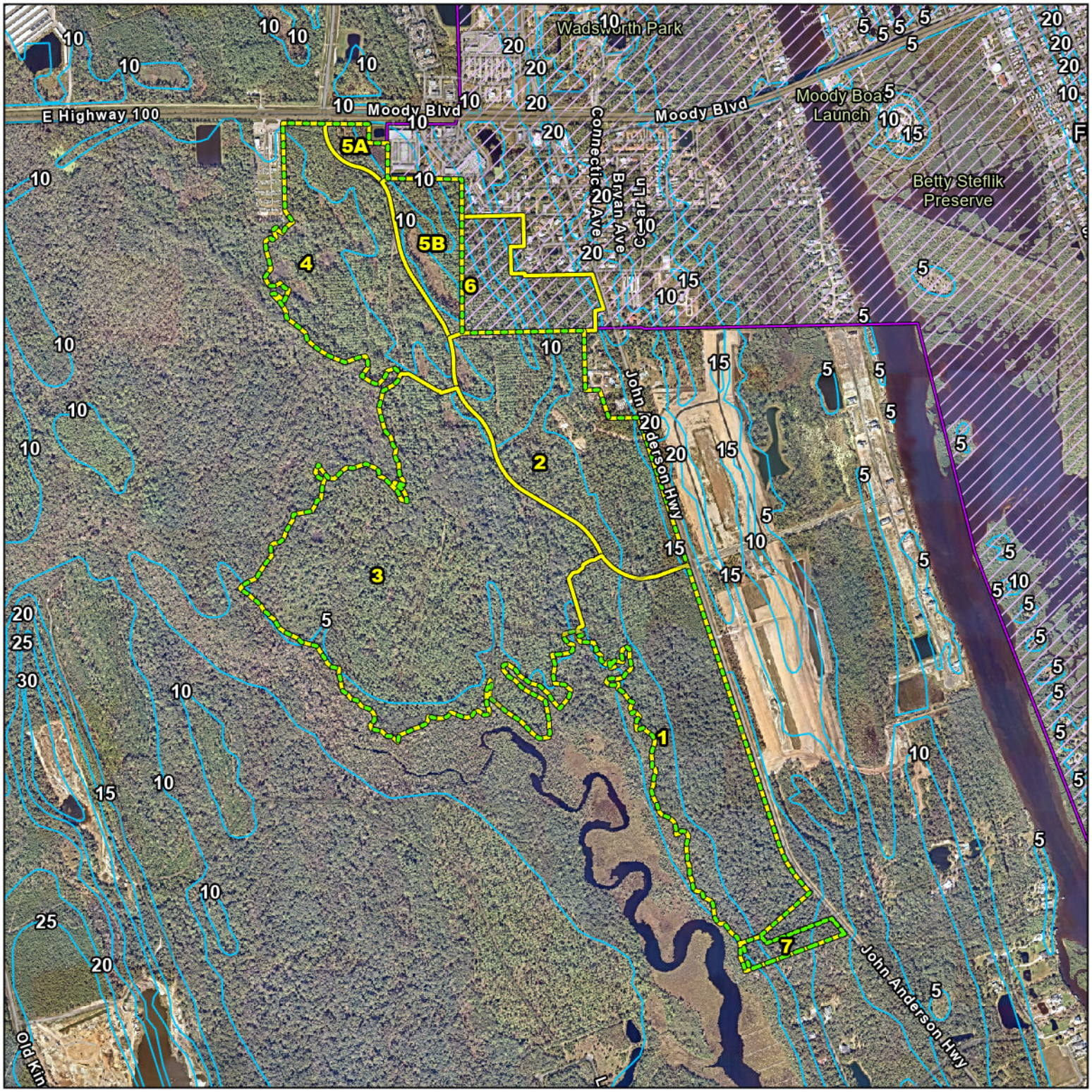

Summertown

Topography

Source: ETM, Flagler County, USGS, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

Flagler County 5ft Contours

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Feet

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Date: 7/15/2025

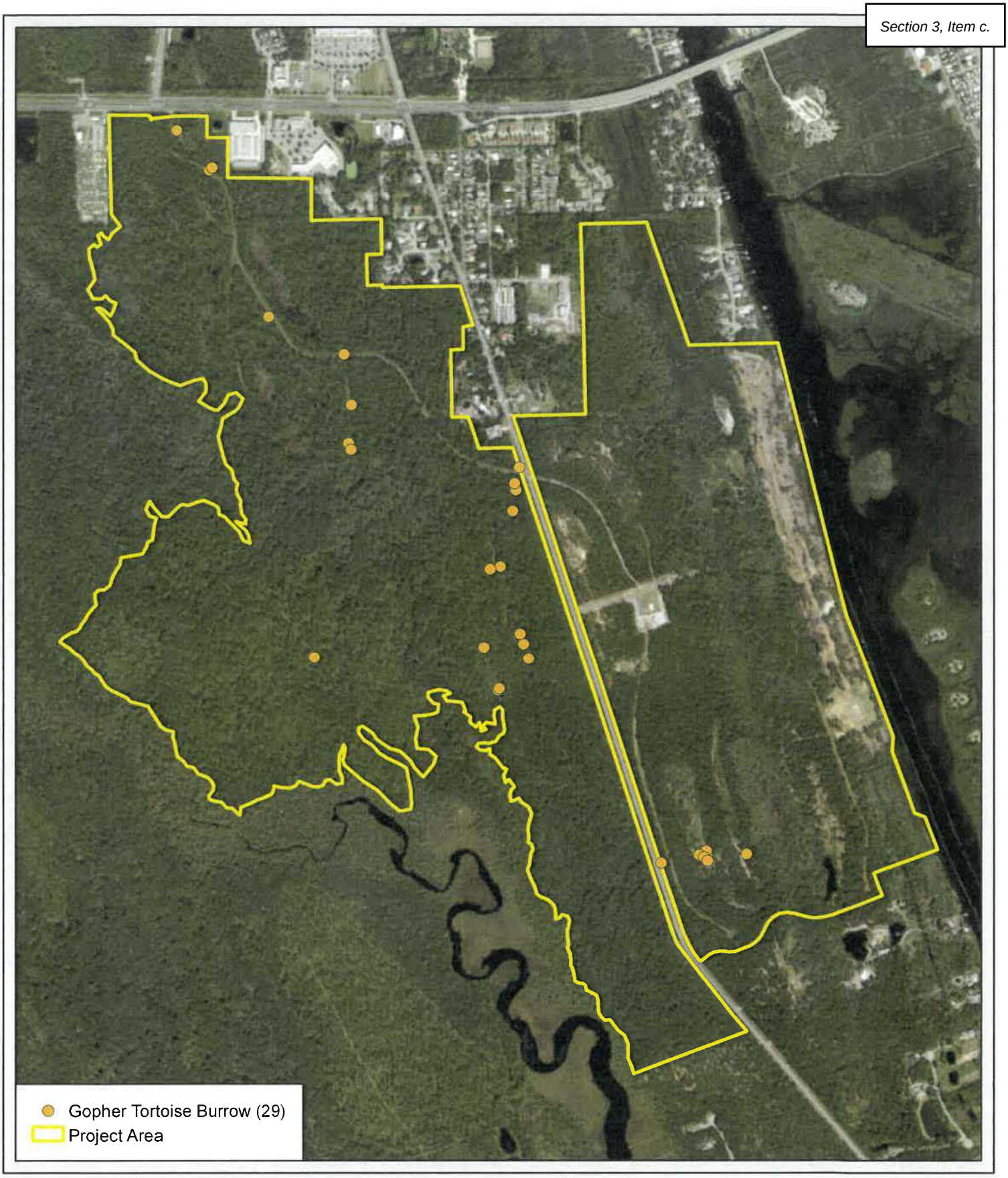

Image Source: ESRI 2022
Date: 5-31-24

0 600 1,200 Feet

N

Gopher Tortoise Burrow Location Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL

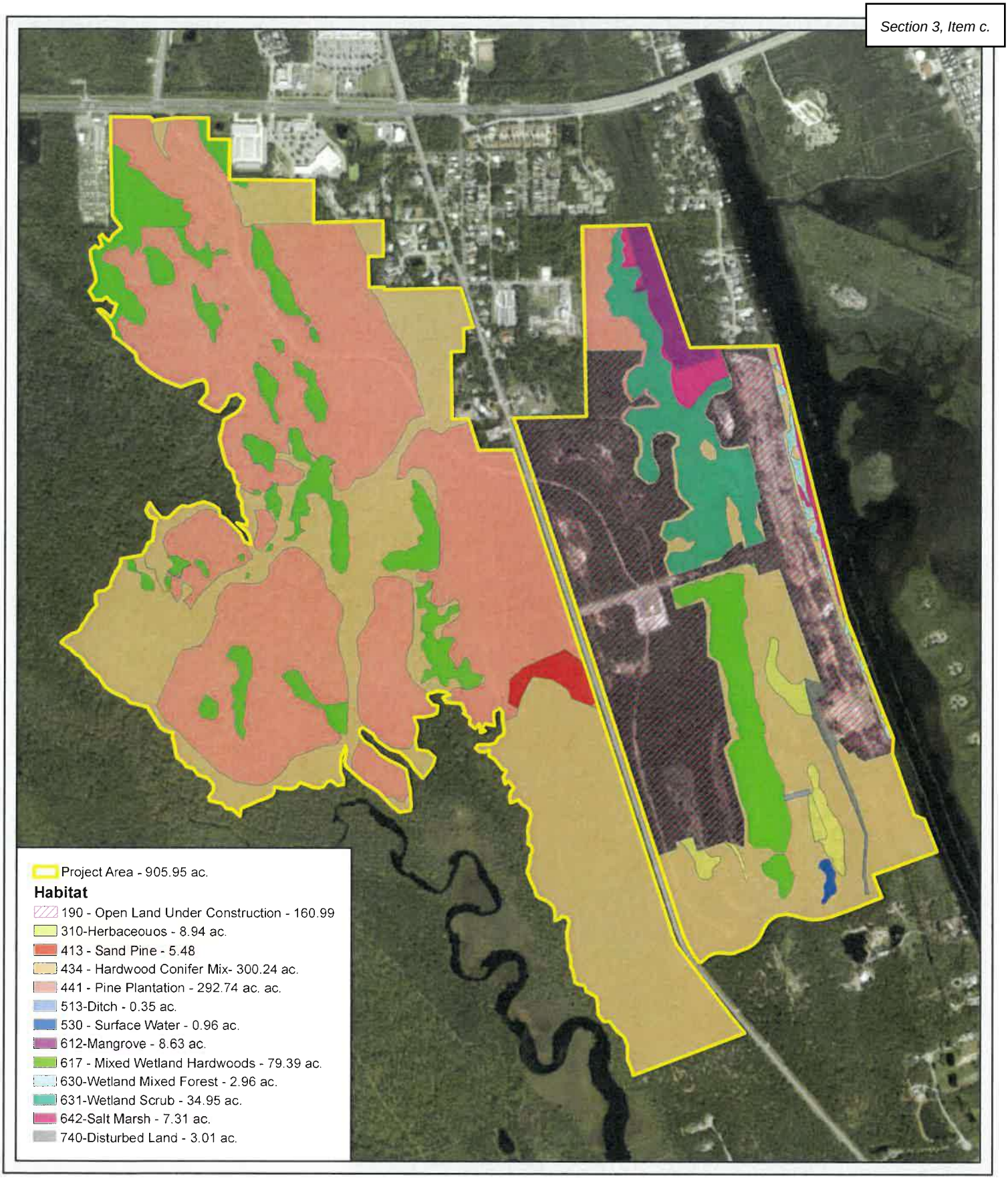

Image Source: ESRI 2022
Date: 5-23-24

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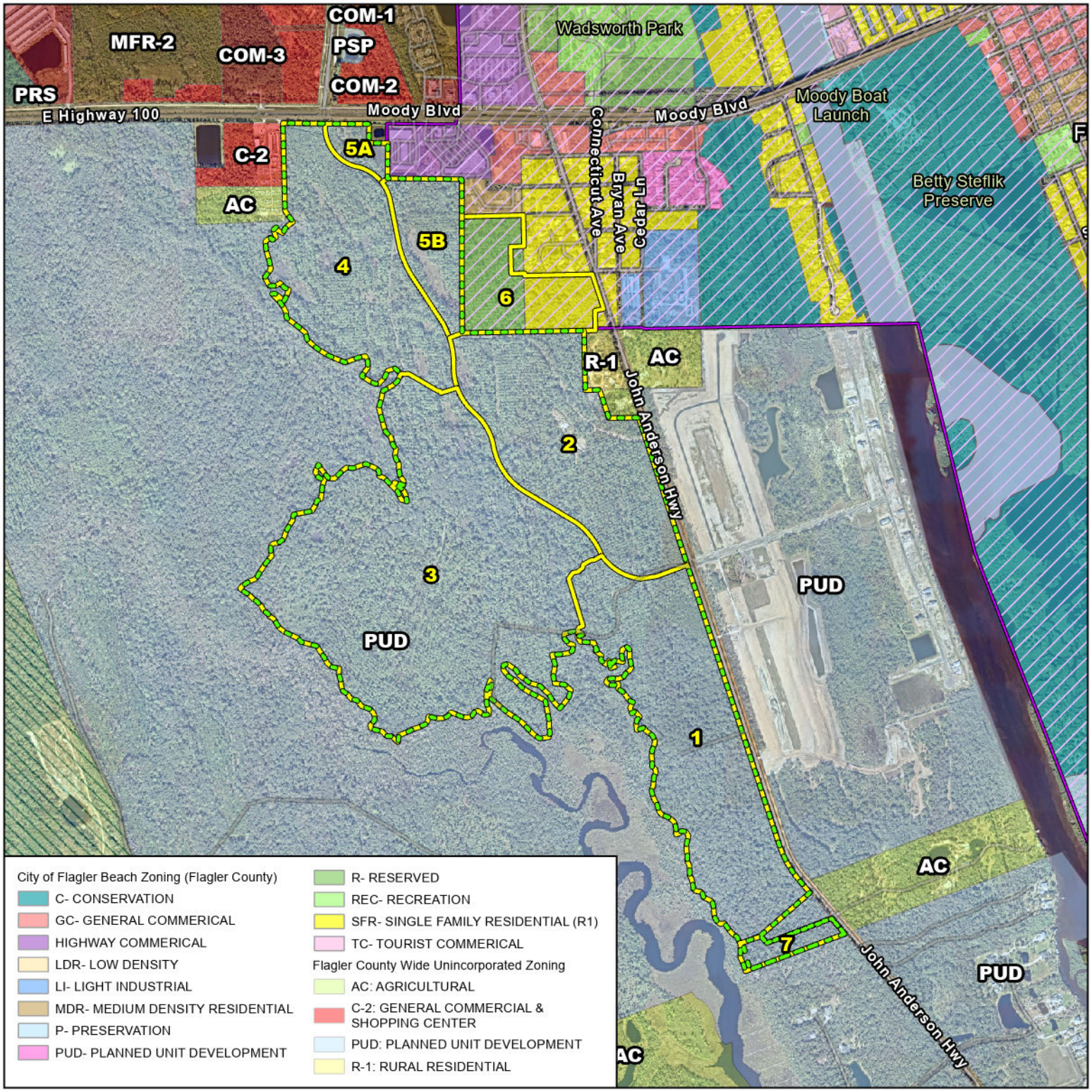
Habitat Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL

491



Summertown

Zoning

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

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0 1,500 3,000

Feet

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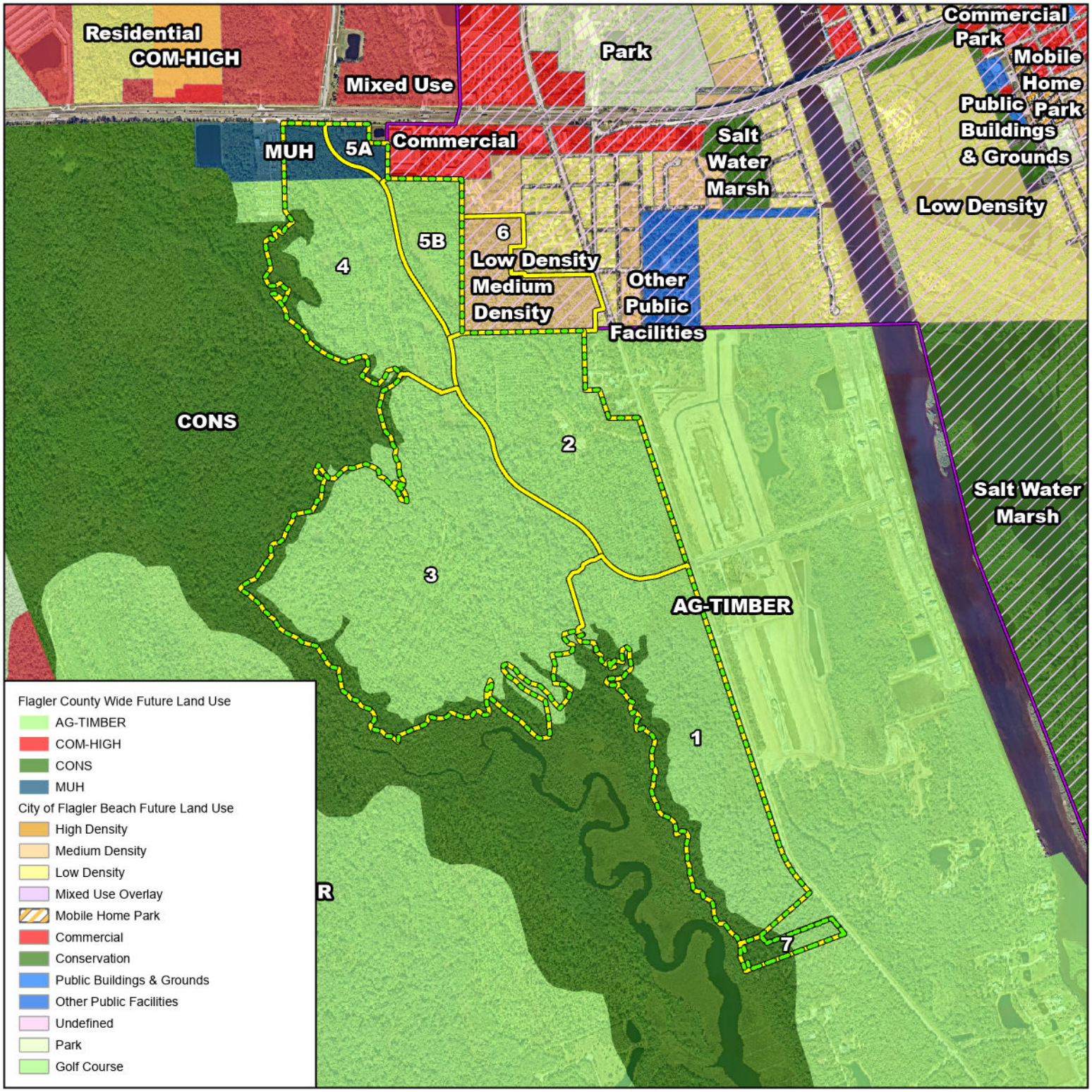

Summertown

Future Land Use

Source: ETM, Flagler County, Esri, Nearmap

- Project Tracts
- Annexation Boundary
- City of Flagler Beach Existing City Limits

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0 1,500 3,000

Feet

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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 &	***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@legalteamforlfie.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 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 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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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	Name: Chiumento Law, PLLC
Mailing Address: Chira Revocable Trust, as Mgr.	Mailing Address: 145 City Place, Ste. 301, Palm Coast, FL
Phone Number: 800 Highland Ave., Suite 200	Phone Number: 386-445-8900 32164
E-mail 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): 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 Revocable Trust, as Manager of Highway 100 Commercial, LLC individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

_____
Signature of Notary Public, State of Florida

(SEAL)

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

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 Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust, as Manager Address: 800 Highland Ave., Suite 200 Orlando, FL 32803	*APPLICANT/AGENT:* Michael D. Chiumento III Esq. Name: Chiumento Law, PLLC Mailing Address: E-mail Address: michael3@legalteamforlife.com
MORTGAGE HOLDER: N/A Name: Mailing Address: Phone Number: E-mail Address:	*ENGINEER OR PROFESSIONAL:* Name: Mailing Address: Phone Number: 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

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
AZYADET N. ALVAREZ
MY COMMISSION # HH 350861
EXPIRES: April 17, 2027

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 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.

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:

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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

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SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

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SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

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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

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 law[1] 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:

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328897

CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

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.

An application has been submitted to amend the Future Land Use Map (FLUM) designation for 544.97 acres of real property from Flagler County Agriculture, Conservation, and Mixed Use: High Intensity to City of Flagler Beach Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the second reading of the proposed FLUM amendment on January 8, 2026 at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The 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 further published notice.

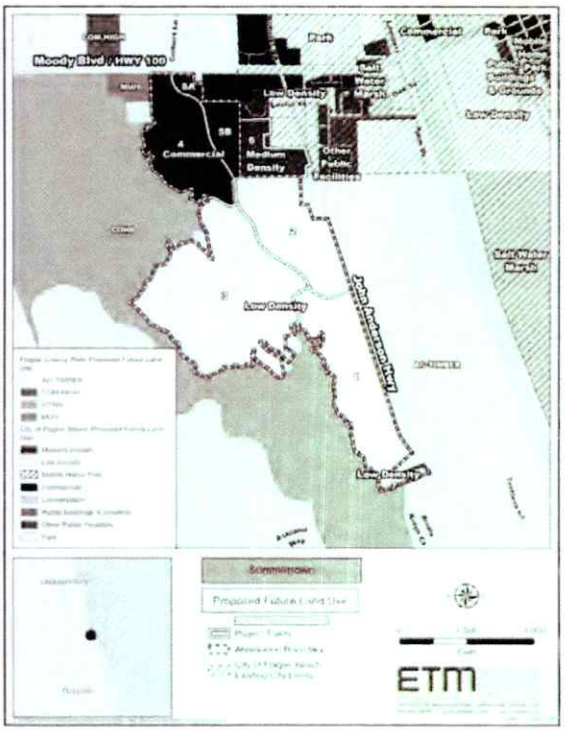
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed FLUM amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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) 517-2000 Ext. 233 at least 48 hours prior to the meeting.

LOCATION MAP



December 11, 18, 25, 2025

7763-328897

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

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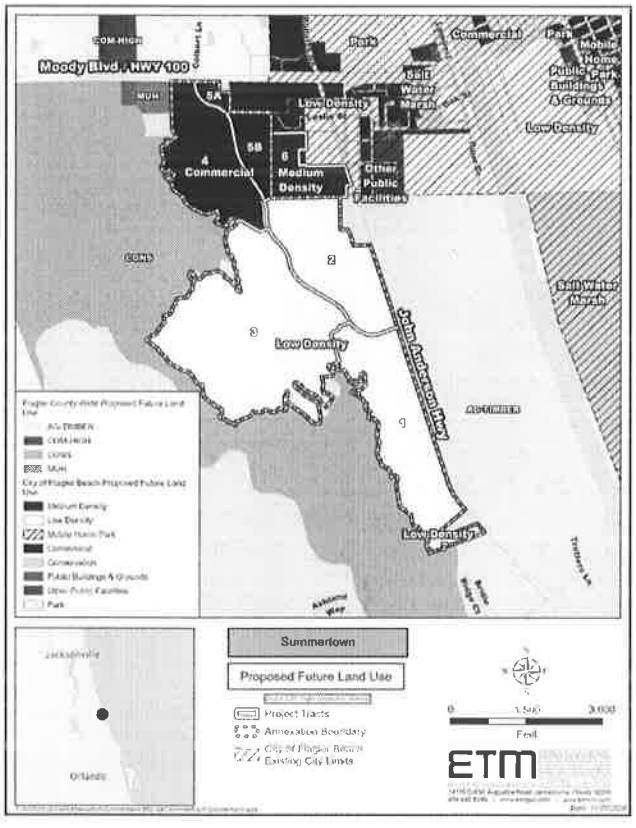

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	January 8, 2026
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 - (Second [Final] Reading).

Background:
The back-up material for this item includes revisions and clarifications recommended at the December 04, 2025, Workshop.

The Planning & Architectural Review Board reviewed the item at its October 7, 2025, 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 2025-26 Summertown MPDA Rezone Staff Report
2. 2025-26 ORD. Rezone ST MPD FINAL 01082026

3. City transmittal 12.19.2025 rezoning
4. Summertown MPD Agreement rev 12182025 redline
5. Summertown MPD Agreement rev 12182025 FINAL clean
6. ST_Application for Rezoning EXECUTED
7. BIS 2025-26 ST
8. 2025-26 Affidavit
9. 2025-26 Tribune Affidavit

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. FACILTITY 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: <u>The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.</u>

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

Type	SF	Multi-family	Town House
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’
Type	SF	Multi-family	Town House
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 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). <u>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.</u>

<u>iii.</u> 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 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 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 13th day of November 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____, 2026.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

EXHIBIT “C"

Summertown

Master Planned Development Agreement

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

SUMMERTOWN

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this _____ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay" or "Declarant"), PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI"), 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")

RECITALS.

A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for the benefit of citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement and subject to this Development Agreement.

D. The Declarant owns 495 acres of land (the "Declarant Lands") located west of John Anderson Highway as specifically described in a portion of **Exhibit "A".**

E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94 acres of land (the "HC 100 Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land (the "PCI Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

G. The Declarant Lands, the HC 100 Lands, and the PCI Lands depicted on **Exhibit "A"** shall collectively hereinafter be referred to as the "Subject Property".

H. The Declarant desires to rezone the Subject Property, amend the present entitlements, and create one single integrated mixed-use community.

I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

permitted by law.

J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as Low Density Residential and Commercial on its Future Land Use Map.

K. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

L. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

M. This is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

N. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Declarant that the Declarant's rezoning application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are taken as true, incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Declarant have relied.

SECTION 2. REPRESENTATIONS OF DECLARANT.

The Declarant hereby represents and warrants to the City that the Declarant is an owner or authorized agent of the Subject Property in accordance with the title opinion or title certification provided by the Declarant to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida, with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low density residential development and commercial development along State Road 100 ("SR100"). The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area 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". The Project will preserve a minimum of forty percent (40%) of the Project as Open Space, 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 final locations of improvements will be located as the Project is designed, permitted and approved by the City 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.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Spine Road (as defined below), 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 2025 and other City regulations, including but not limited to City Ordinance 2024-06.

(b) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.

(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-0000) 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; (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 "B"**), 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:

TRACT	ZONING DISTRICT	APPROVED USES
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed-Use, SFR, Town House, Multi-family, Open Space

5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

(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 permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

(b) Town House: This use permits two or more attached or shared wall single-family units. Town House may include fee simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters and farmers markets. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

(e) Mixed-Use: This use supports economic development by providing a specific,

defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows for designs to integrate commercial and residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their natural vegetative state upon which development may proceed with restrictions. The use permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location, if necessary.

(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development

accessing the Spine Road, the final location of such is at the sole discretion of the Declarant. The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "C"**

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR 2025 shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR 2025.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 575,400 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient

potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Declarant agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permitted by governmental permits for the purpose of providing recreational

opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD Master Plan and **Exhibit "C".**

(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.

(e) Spine Road Construction. If after the 150th home is completed within the Project, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction within the Project until the Spine Road construction is complete.

(f) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "D".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or more active recreational facilities for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and convey to the City a two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting and construction of improvements on the aforementioned park sites. In the event such agreement requires the Declarant to make improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h) Community Development Districts: The City agrees and acknowledges that the Subject Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), 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 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 parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR 2025. The calculation of minimum parking space requirements for the development of any Tract may be determined by

the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be forty percent (40%) of the Project. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste water and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. 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 until the later of (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project. 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.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with Florida Department of Transportation requirements for its impacts to SR100. As for

impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated for all the cost of design, permitting and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off site transportation improvements shall be required to be constructed by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR 2025. 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 the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies any and all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR (2025). All other landscaping design and requirements shall comply with those standards provided in **Exhibit "E** which may be amended from time

to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available for the entire Project. Efforts to preserve and enhance the Project's design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

The Declarant shall require (i) three (3) shade trees for each single-family detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant

commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (v) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required, as provided in the paragraph below.

During the platting process, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of parcels. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed $4,000.00. Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and shall be exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District, Property Owners Association or Home Owners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the western side of John Anderson Highway right of way.

(h) Lighting: All lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.

(i) Fire Protection: The Declarant 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 Declarant 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.

(j) Utilities: The Declarant shall not be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

(k) Interconnectivity and Access: All units within the Project maybe 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, as generally depicted on the MPD Master Plan.

(l) Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land

surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.

- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(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 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 unless allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall

be preserved or revegetated with native species if disturbed. Allowed activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "F"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant lands depicted in **Exhibit "G"** ("Potential Acquisition Area") . In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence. Declarant will not apply for development permits or apply for any development application except for development permits and applications relating to the Spine Road in the Potential Acquisition Area for two (2) years after the Effective Date of this Agreement.

(n) Signage: Signs shall comply with the LDR 2025, 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) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to the Project located at the intersection of John Anderson and Spine

Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) 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. However, the main entrance to Project located at the intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) 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 twenty (20) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) 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.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(o) Temporary Facilities/Model Homes: 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 within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(p) Rental Program: Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the Project's units, in long term, short term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: 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 with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the

main use structure. However, 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. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), 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. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots 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:

Type	SF	Multi-family	Town House
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'**
Type	**SF**	**Multi-family**	**Town House**
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 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 2025.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) 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.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) Open burning shall be prohibited during development and property owners shall be subject to the City's LDR 2025.

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.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA.

SECTION 16. CONVERSION OF USES.

The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "H",** provided that (i) the changes are consistent with the Land Use Conversion Matrix, (ii) such converted uses are consistent with the uses allowed by this Development Agreement, and (iii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small-scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

(a) In the event of a breach of this Agreement by either Party, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Declarant at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered, sent by certified mail, or overnight courier

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The Parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street

Flagler Beach, FL 32136

As to the Declarant: Veranda Bay Investments , LLC
Attn: Kenneth Belshe
3129 Springbank Lane 201
Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 20. SUCCESSORS AND ASSIGNS.

This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Declarant has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with 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 22. 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 23. 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 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The Parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 26. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 27. FORCE MAJEURE.

The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 28. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any subsequent development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial 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.

This Development 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 (1) and the same document.

SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the Parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the Parties relating to the subject matter of this Development Agreement.

(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:

SUBJECT PROPERTY
EXHIBIT "A"

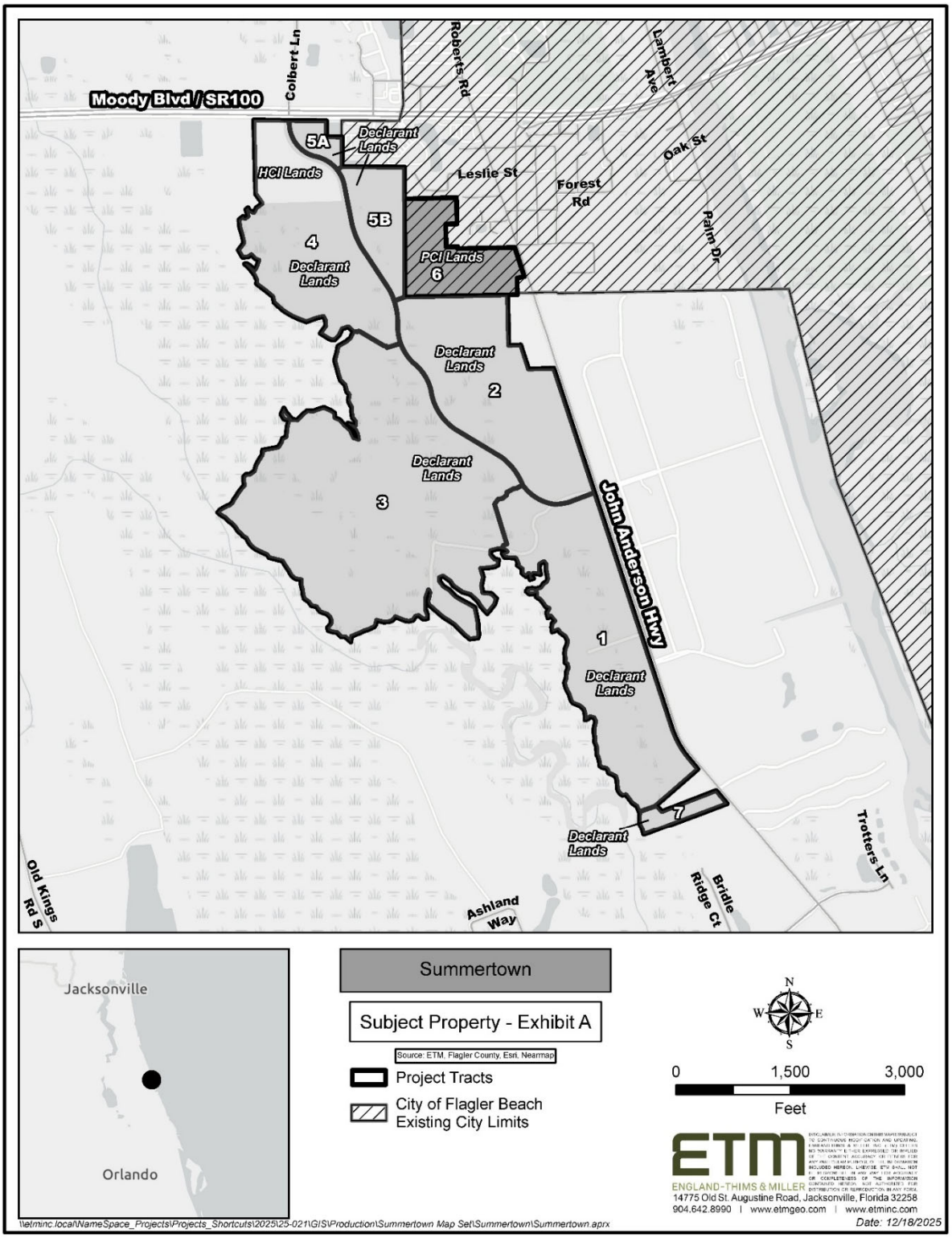


EXHIBIT A
LEGAL DESCRIPTION

HC 100 LANDS

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.

Together with

PCI LANDS

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

DECLARANTS LANDS

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.

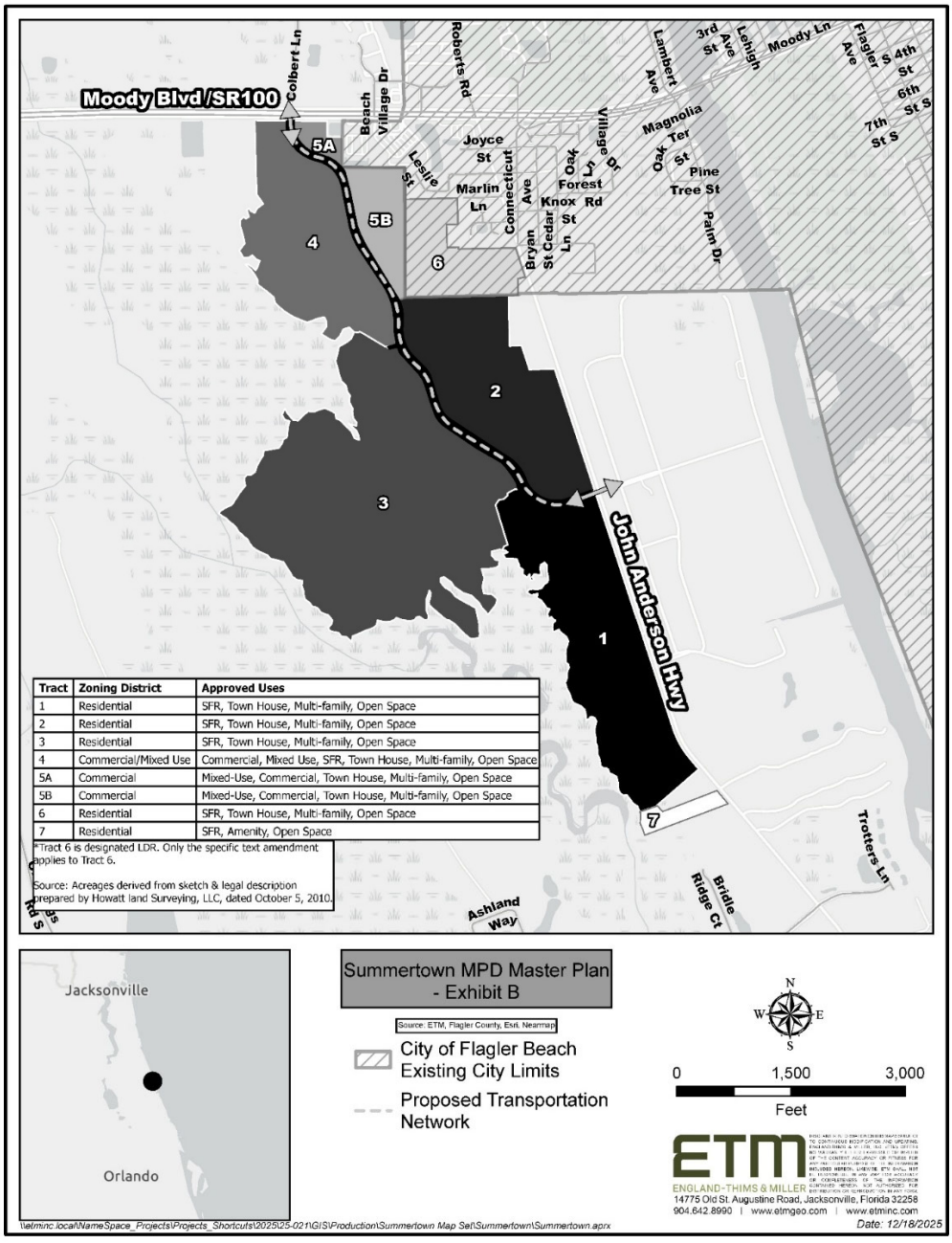
LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

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.

MPD MASTER PLAN
EXHIBIT "B"



Tract	Zoning District	Approved Uses
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed Use, SFR, Town House, Multi-family, Open Space
5A	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

EXHIBIT "C"
SPINE ROAD

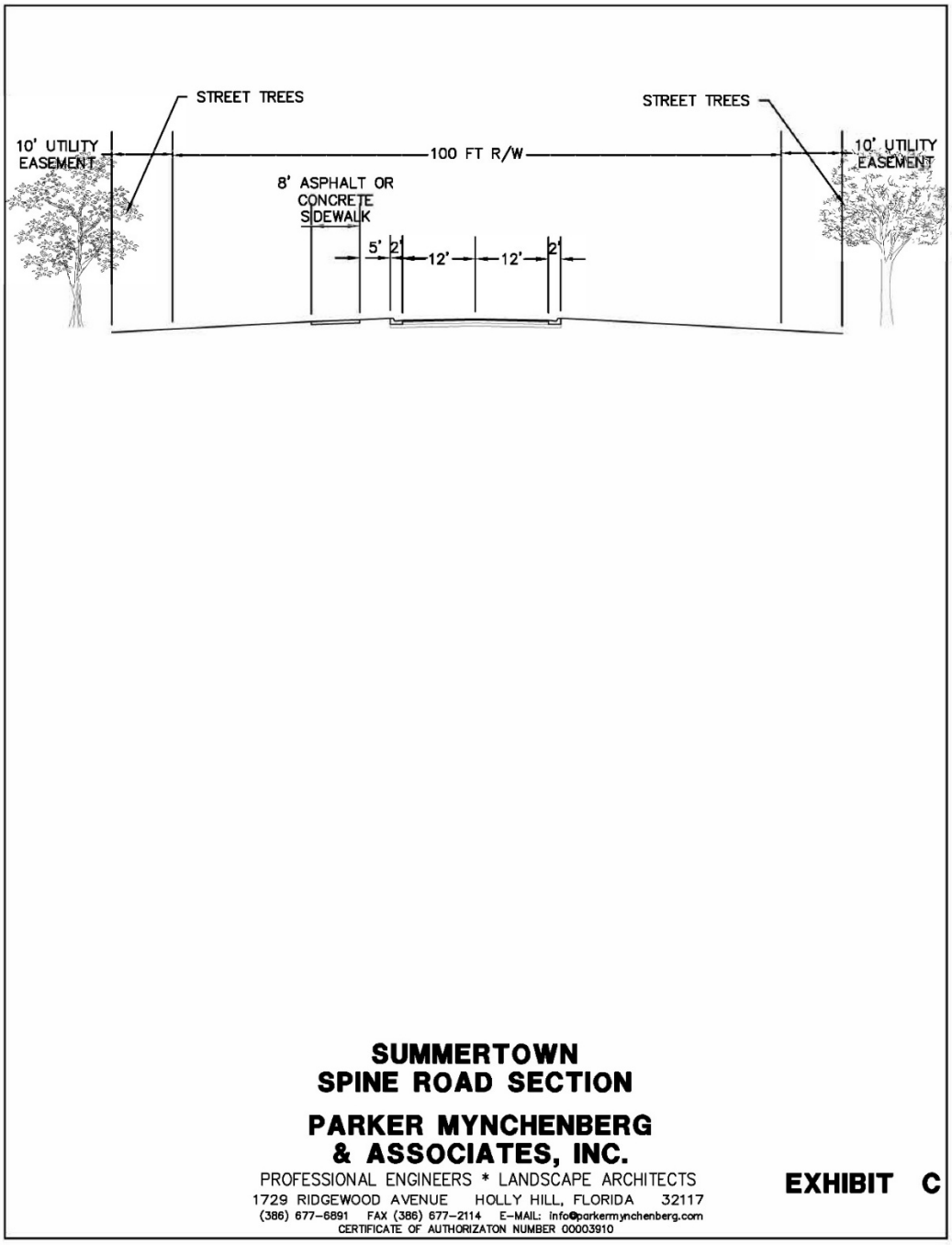


EXHIBIT "D"
Stormwater

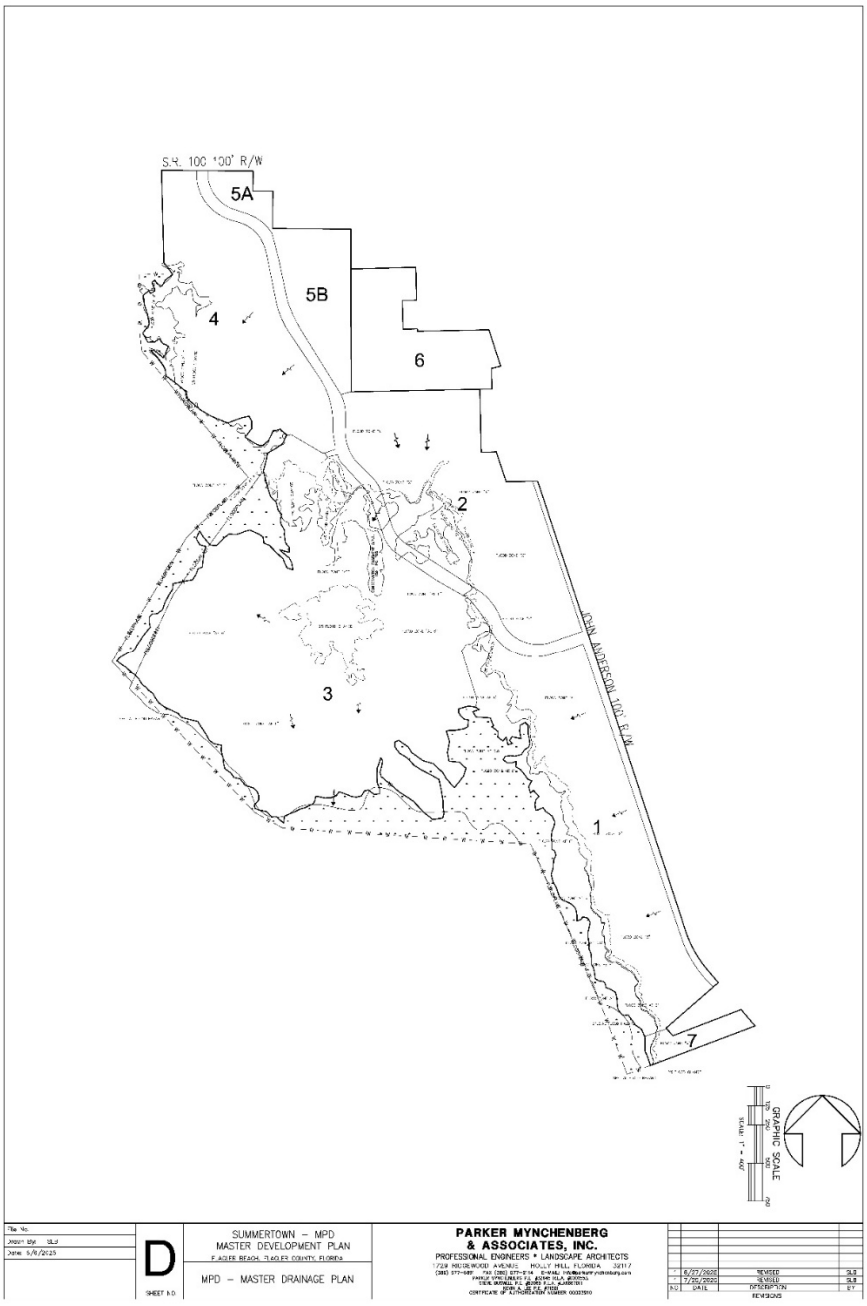


EXHIBIT "E"

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.

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.

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 "F"

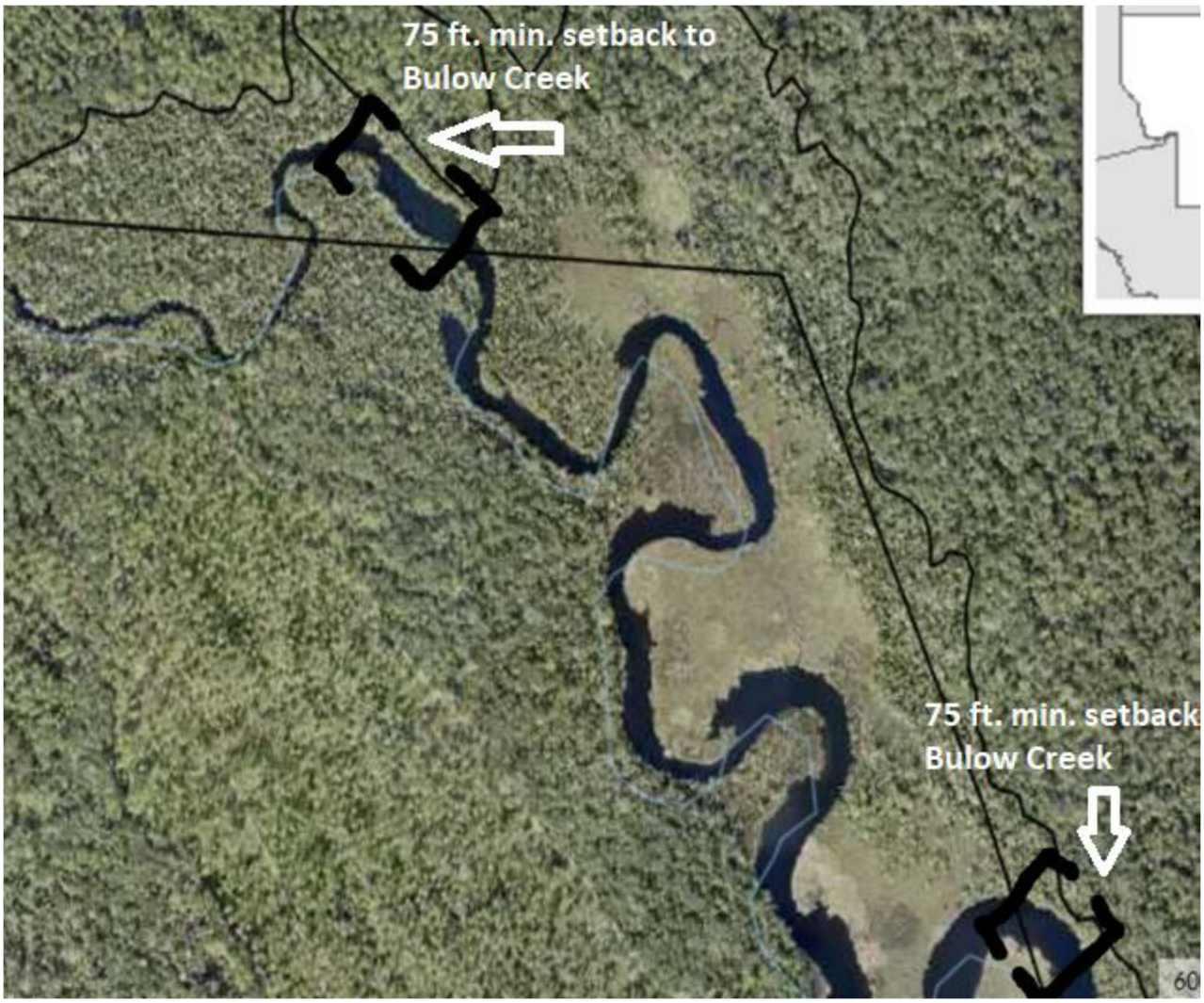

75 ft. min. setback to
Bulow Creek
75 ft. min. setback
Bulow Creek

Exhibit G
SUMMERTOWN POTENTIAL ACQUISITION AREA

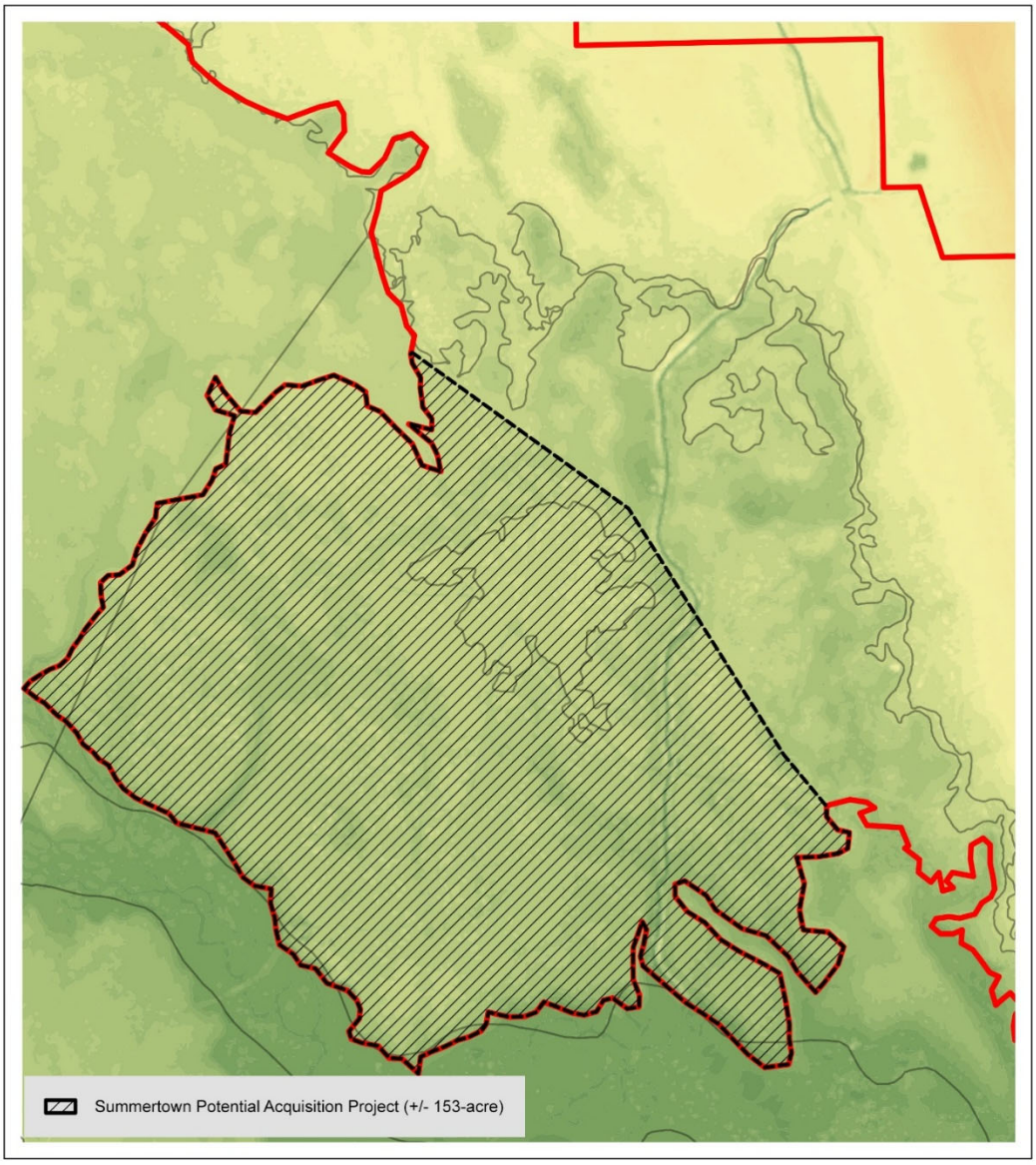


EXHIBIT "H"

Summertown - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-Family Detached Housing	540	DUs	434	0.804
Multifamily Housing (Low-Rise)	1,100	DUs	430	0.391
Shopping Center (>150k) - Town Center - Commercial/Retail/Office	800.00	KSF	1,665	2.081
Shopping Plaza (40-150k) - Office / Retail / Commercial	40.00	KSF	137	3.425
Hotel	250.00	Rooms	147	0.588

Source: Summertown - Year 2045 Trip Generation - PM Peak

Convert From	*Convert To*				
	Single Family Residential	Multi-Family Residential	Shopping Center (>150 K)	Shopping Plaza (40-150k)	Hotel
Single-Family Detached Housing	**1.000**	2.056	0.386	0.235	1.367
Multifamily Housing (Low-Rise)	0.486	**1.000**	0.188	0.114	0.665
Shopping Center (>150k) - Town Center - Commercial/Retail/Office	2.588	5.322	**1.000**	0.608	3.539
Shopping Plaza (40-150k) - Office / Retail / Commercial	4.260	8.760	1.646	**1.000**	5.825
Hotel	0.731	1.504	0.283	0.172	**1.000**

Example:
To convert 10 Single Family Residential Dwelling Units to Town Center - Commercial/Retail/Office SF, multiply 10 * 0.386*1000 = 3,864 SF
To convert 10,000 SF Town Center - Commercial/Retail/Office to Single Family Detached Residential, multiply 10 * 2.588 = 26 DUs

NOTE: While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan.

Serial Number
25-00356F

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 10/30/2025

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,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

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.

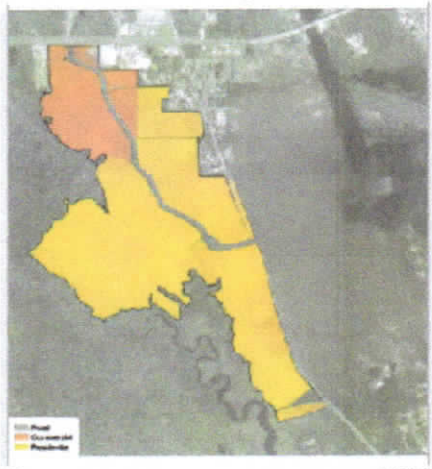
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

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 386-517-2000 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) 517-2000 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



Oct. 30 25-00356F

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$331.55		
Tax Amount:	$0.00		
Payment Cost:	$331.55		
Order No:	11900379	# of Copies:	
Customer No:	763298	1	
PO #:	Rezoning ST JWL REV 12-4-2025		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH
NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION 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.

An application has been submitted to amend the Zoning Map designation for 545.54 acres of real property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the second reading of the proposed Zoning Map amendment on January 8, 2026 at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The 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 further published notice.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed Zoning Map amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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.

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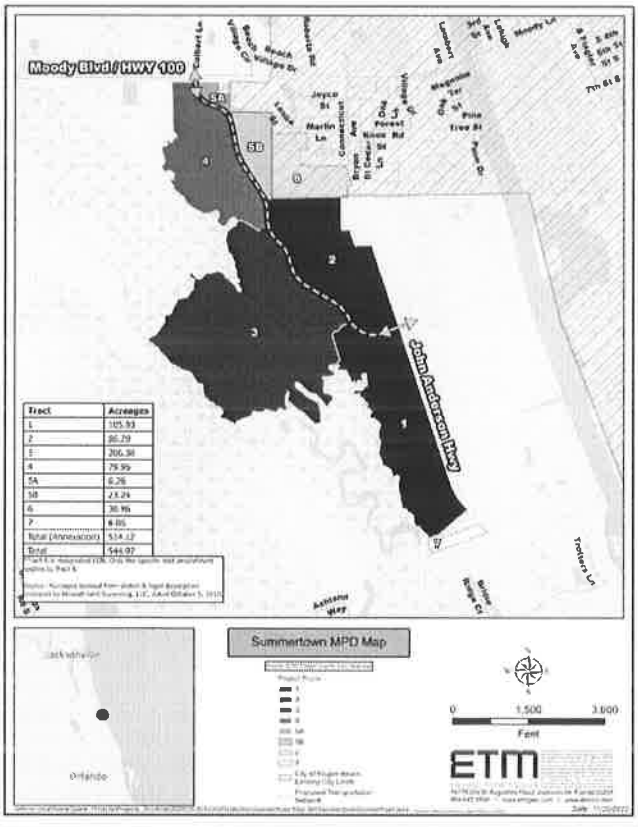
LOCATION MAP



Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328896

CITY OF FLAGLER BEACH NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION 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.

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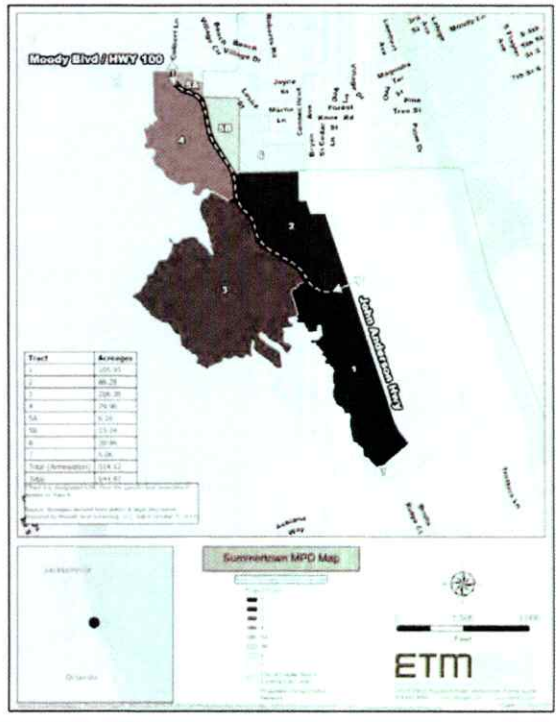
LOCATION MAP



December 11, 18, 25, 2025

7763-328896

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
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Fax: (386) 445-6702

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Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

December 19, 2025

Dale Martin
City of Flagler Beach
Via E-Mail Only

RE: Summertown Rezoning

Dear Mr. Martin:

As a follow-up to the City Commission's November 13, 2025 first reading and the subsequent December 4, 2025 Commission workshop regarding the Summertown project, we are submitting revised materials related to the proposed rezoning.

Based on direction from the City Commission, City staff, and public input received during the workshop process, revisions were made to the proposed Master Planned Development (MPD) Agreement. Enclosed for your review is a redline version of the MPD Agreement reflecting those changes, along with a clean PDF version of the final MPD Agreement for placement on the Commission agenda.

If you have any questions or require additional information regarding the revisions, please feel free to contact me. As with the annexation materials, I have copied each of the City

Commissioners on this correspondence to ensure they receive the updated documents in advance of agenda consideration.

Thank you for your continued coordination on this matter.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

SUMMERTOWN

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MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this _____ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay" or "Declarant"), PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI"), 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")

RECITALS.

A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for the benefit of citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement and subject to this Development Agreement.

D. The Declarant owns 495 acres of land (the "Declarant Lands") located west of John Anderson Highway as specifically described in a portion of **Exhibit "A".**

E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94 acres of land (the "HC 100 Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land (the "PCI Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

G. The Declarant Lands, the HC 100 Lands, and the PCI Lands depicted on **Exhibit "A"** shall collectively hereinafter be referred to as the "Subject Property".

H. The Declarant desires to rezone the Subject Property, amend the present entitlements, and create one single integrated mixed-use community.

I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

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permitted by law.

J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as Low Density Residential and Commercial on its Future Land Use Map.

K. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

L. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

M. This is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

N. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Declarant that the Declarant's rezoning application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are taken as true, incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Declarant have relied.

SECTION 2. REPRESENTATIONS OF DECLARANT.

The Declarant hereby represents and warrants to the City that the Declarant is an owner or authorized agent of the Subject Property in accordance with the title opinion or title certification provided by the Declarant to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida, with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low density residential development and commercial development along State Road 100 ("SR100"). The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area 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". The Project will preserve a minimum of forty percent (40%) of the Project as Open Space, 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 final locations of improvements will be located as the Project is designed, permitted and approved by the City. 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.

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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.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Spine Road (as defined below), 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 2025 and other City regulations, including but not limited to City Ordinance 2024-06.

(b) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.

(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-0000) 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; (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 "B"**), 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:

TRACT	ZONING DISTRICT	APPROVED USES
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed-Use, SFR, Town House, Multi-family, Open Space

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5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

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(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 permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

(b) Town House: This use permits two or more attached or shared wall single-family units. Town House may include fee simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters and farmers markets. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

(e) Mixed-Use: This use supports economic development by providing a specific,

defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows for designs to integrate commercial and residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their natural vegetative state upon which development may proceed with restrictions. The use permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location, if necessary.

(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development

accessing the Spine Road, the final location of such is at the sole discretion of the Declarant. The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "C"**

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SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR 2025 shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR 2025.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 575,400 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient

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potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Declarant agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permitted by governmental permits for the purpose of providing recreational

opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD Master Plan and **Exhibit "C".**

(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.

(e) Spine Road Construction. If after the 150th home is completed within the Project, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction within the Project until the Spine Road construction is complete.

(f) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "D".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,

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including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or more active recreational facilities for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and convey to the City a two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting and construction of improvements on the aforementioned park sites. In the event such agreement requires the Declarant to make improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h) Community Development Districts: The City agrees and acknowledges that the Subject Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), 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 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 parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR 2025. The calculation of minimum parking space requirements for the development of any Tract may be determined by

the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be forty percent (40%) of the Project. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste water and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. 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 until the later of (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project. 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.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with Florida Department of Transportation requirements for its impacts to SR100. As for

impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated

for all the cost of design, permitting and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off site transportation improvements shall be required to be constructed by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR 2025. 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 the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies any and all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR (2025). All other landscaping design and requirements shall comply with those standards provided in **Exhibit "E,** which may be amended from time

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to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available for the entire Project. Efforts to preserve and enhance the Project's design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

The Declarant shall require (i) three (3) shade trees for each single-family detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant

commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (v) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required, as provided in the paragraph below.

During the platting process, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of parcels. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed $4,000.00. Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and shall be exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District, Property Owners Association or Home Owners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the western side of John Anderson Highway right of way.

(h) Lighting: All lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.

(i) Fire Protection: The Declarant 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 Declarant 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.

(j) Utilities: The Declarant shall not be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

(k) Interconnectivity and Access: All units within the Project maybe 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, as generally depicted on the MPD Master Plan.

(l) Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land

surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.

- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(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 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 unless allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall

be preserved or revegetated with native species if disturbed. Allowed activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "F"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant lands depicted in **Exhibit "G"** ("Potential Acquisition Area"). In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence. Declarant will not apply for development permits or apply for any development application except for development permits and applications relating to the Spine Road in the Potential Acquisition Area for two (2) years after the Effective Date of this Agreement.

(n) Signage: Signs shall comply with the LDR 2025, 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) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to the Project located at the intersection of John Anderson and Spine

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Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) 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. However, the main entrance to Project located at the intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) 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 twenty (20) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) 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.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(o) Temporary Facilities/Model Homes: 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 within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(p) Rental Program: Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the Project's units, in long term, short term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: 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 with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the

main use structure. However, 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. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), 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. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots 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:

Type	SF	Multi-family	Town House
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'**
Type	**SF**	**Multi-family**	**Town House**
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 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 2025.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) 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.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) Open burning shall be prohibited during development and property owners shall be subject to the City's LDR 2025.

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.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA.

SECTION 16. CONVERSION OF USES.

The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "H",** provided that (i) the changes are consistent with the Land Use Conversion Matrix, (ii) such converted uses are consistent with the uses allowed by this Development Agreement, and (iii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small-scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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(a) In the event of a breach of this Agreement by either Party, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Declarant at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered, sent by certified mail, or overnight courier

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The Parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street

Flagler Beach, FL 32136

As to the Declarant: Veranda Bay Investments , LLC
Attn: Kenneth Belshe
3129 Springbank Lane 201
Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 20. SUCCESSORS AND ASSIGNS.

This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Declarant has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with 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 22. 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 23. 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 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The Parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 26. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 27. FORCE MAJEURE.

The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 28. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any subsequent development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial 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.

This Development 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 (1) and the same document.

SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the Parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the Parties relating to the subject matter of this Development Agreement.

(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"

SUBJECT PROPERTY

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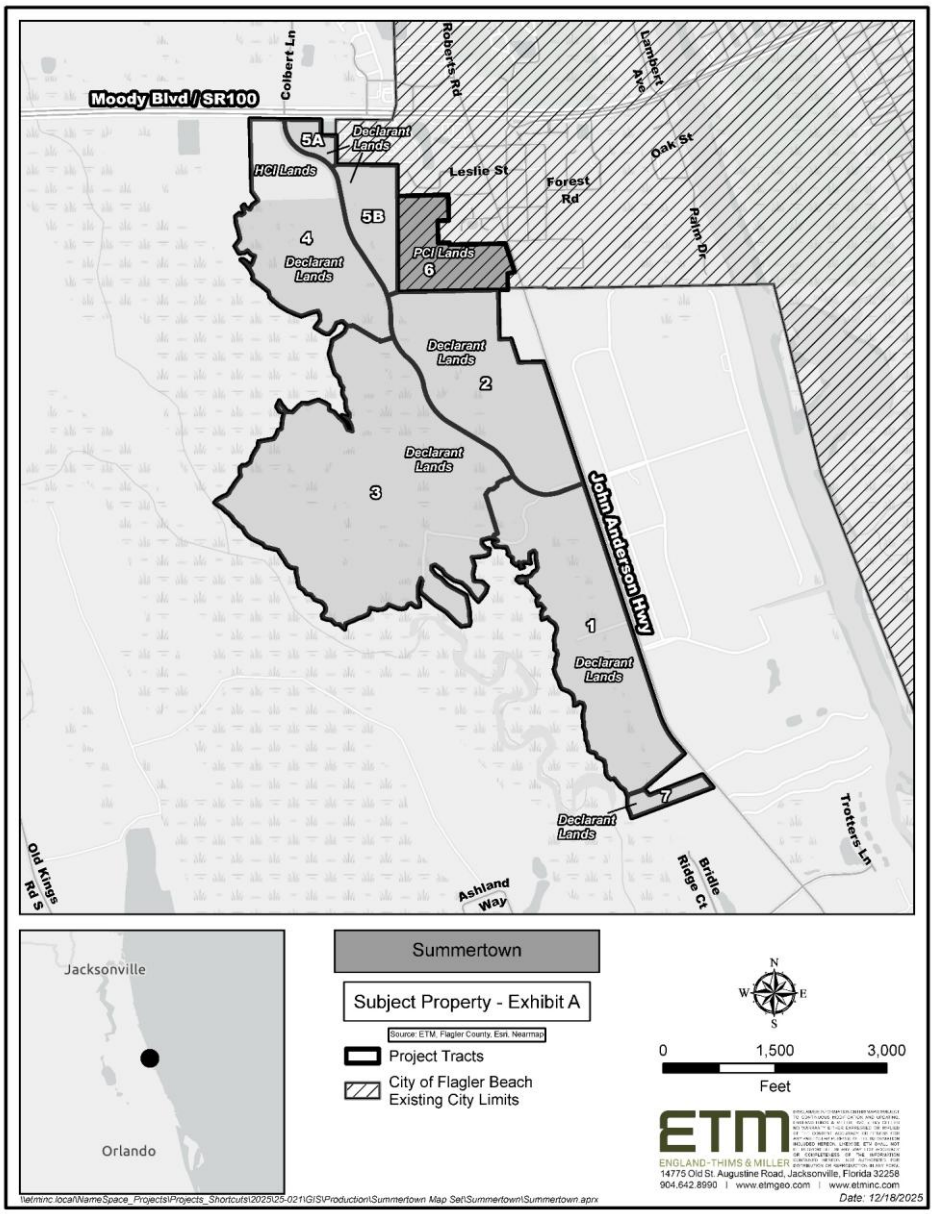
Moody Blvd / SR100
Colbert Ln
Roberts Rd
Lambert Ave
Oak St
Leslie St
Forest Rd
Palm Dr
5A
Declarant Lands
HCI Lands
5B
4
Declarant Lands
PCI Lands
6
Declarant Lands
2
Declarant Lands
3
John Anderson Hwy
1
Declarant Lands
7
Declarant Lands
Trotters Ln
Old Kings Rd S
Ashland Way
Bridle Ridge Ct
Jacksonville
Orlando
Summertown
Subject Property - Exhibit A
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
City of Flagler Beach Existing City Limits
N
W
E
S
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.etminc.com
Date: 12/18/2025
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EXHIBIT A
LEGAL DESCRIPTION

HC 100 LANDS

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.

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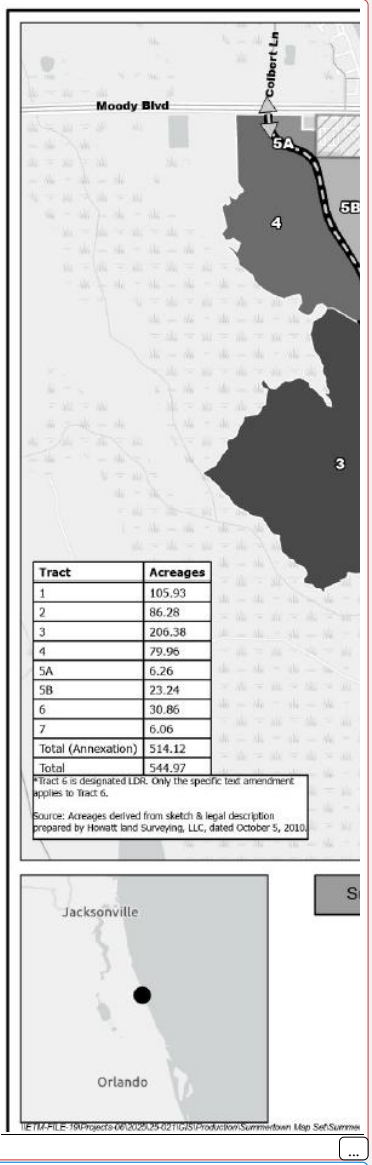

Tract	Acreages
1	105.93
2	86.28
3	206.38
4	79.96
5A	6.26
5B	23.24
6	30.86
7	6.06
Total (Annexation)	514.12
Total	544.97

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

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Together with

PCI LANDS

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

DECLARANTS LANDS

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

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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.

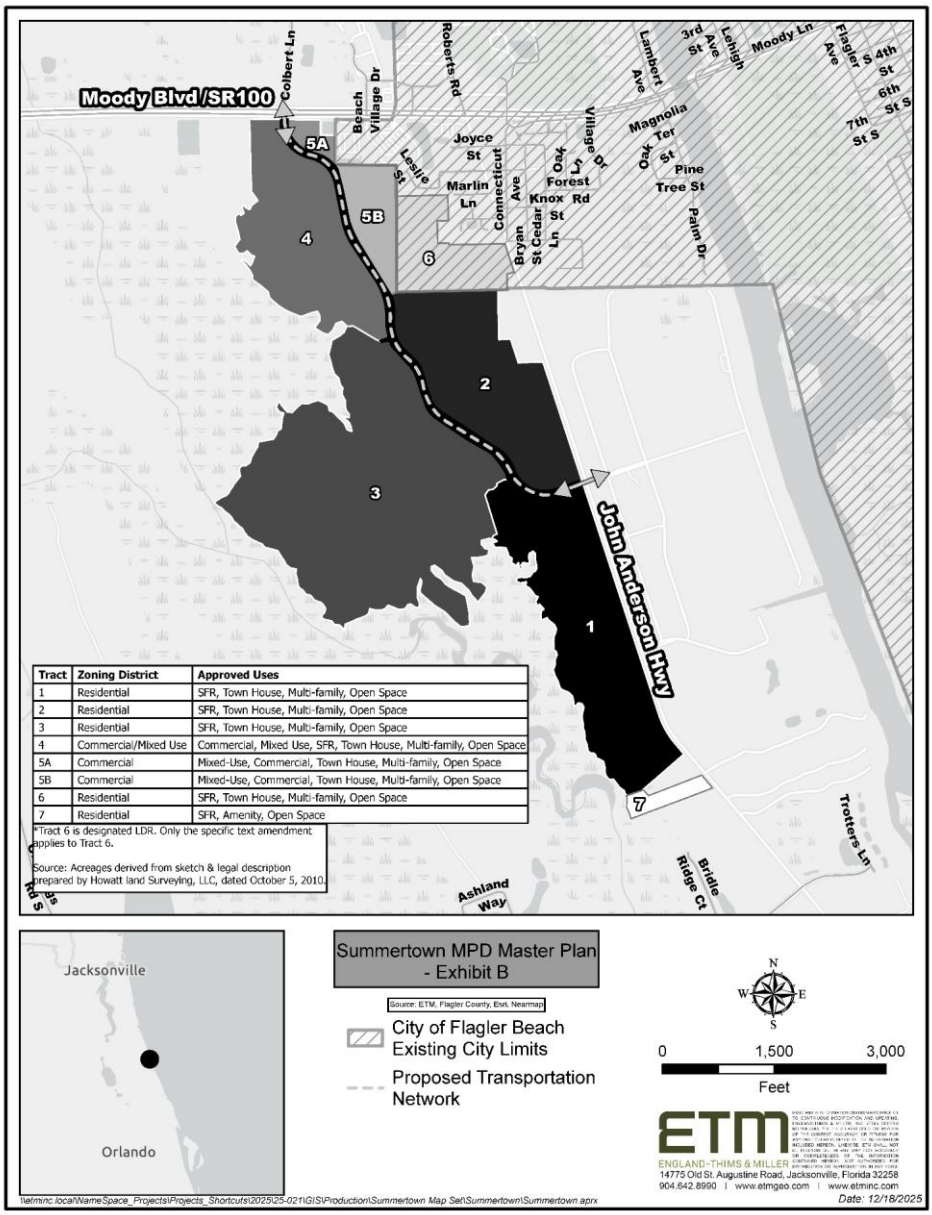
LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

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.

MPD MASTER PLAN
EXHIBIT "B"



Tract	Zoning District	Approved Uses
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed Use, SFR, Town House, Multi-family, Open Space
5A	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

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EXHIBIT "C"
SPINE ROAD

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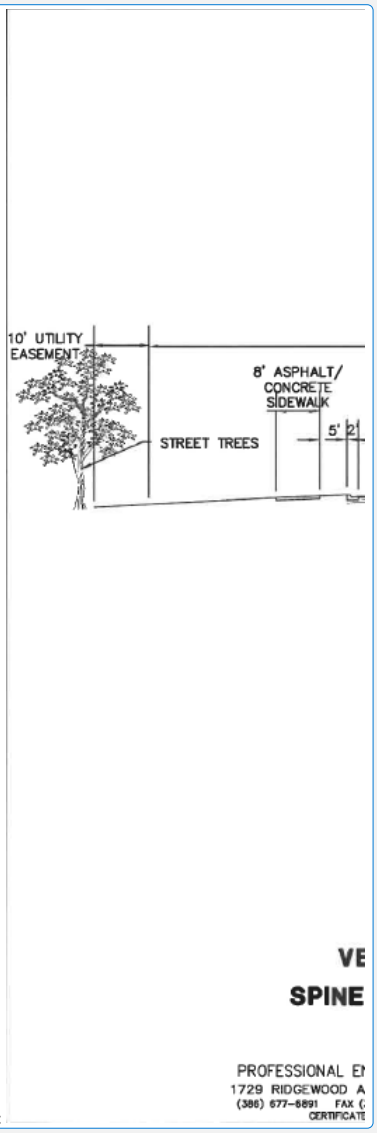

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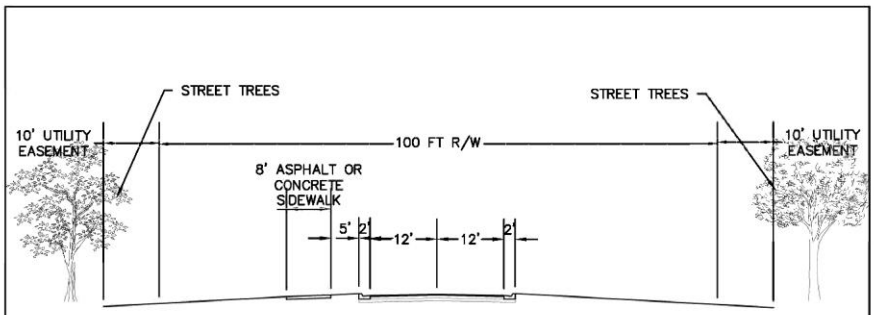

SUMMERTOWN
SPINE ROAD SECTION

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

EXHIBIT C

EXHIBIT "D"
Stormwater

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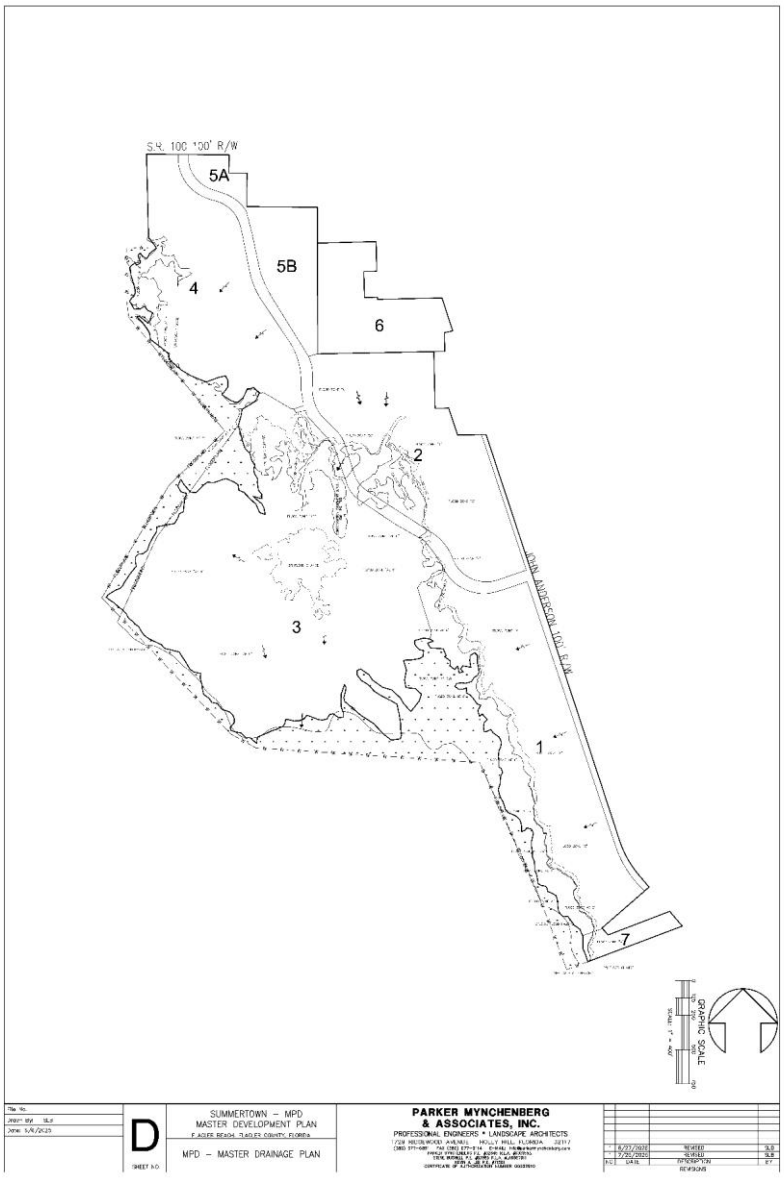
S.R. 100 100' R/W
5A
5B
6
4
2
3
1
7
JOHN ANDERSON 100' R/W
GRAPHIC SCALE
SUMMERTOWN – MPD
MASTER DEVELOPMENT PLAN
EAGLES BEACH, FLAGLER COUNTY, FLORIDA
MPD – MASTER DRAINAGE PLAN
D
PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

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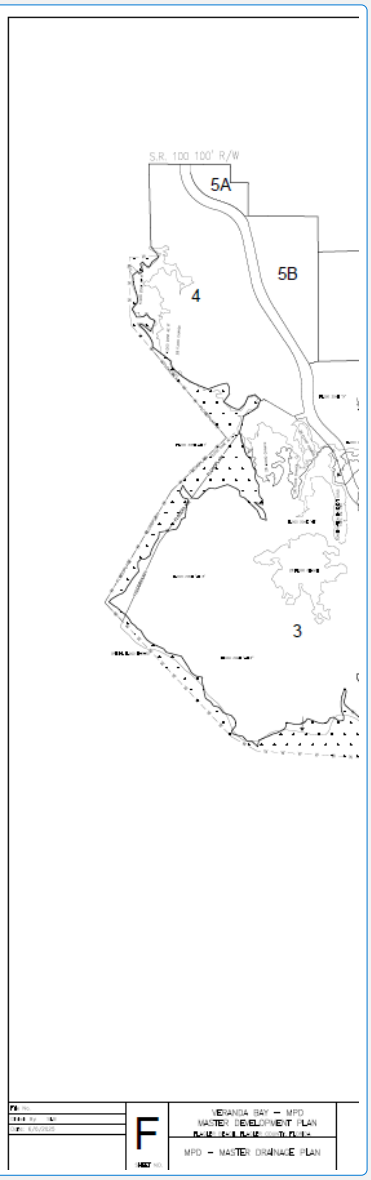
S.R. 100 100' R/W
5A
5B
4
3
F
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN

EXHIBIT "E"

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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 "F"

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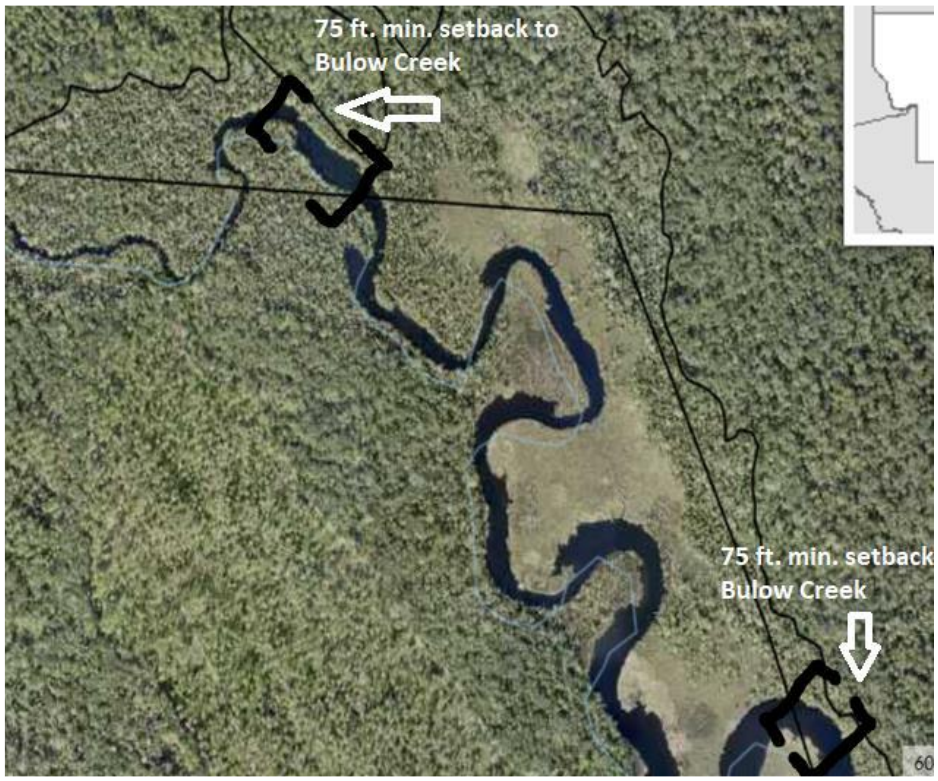

Exhibit G
SUMMERTOWN POTENTIAL ACQUISITION AREA

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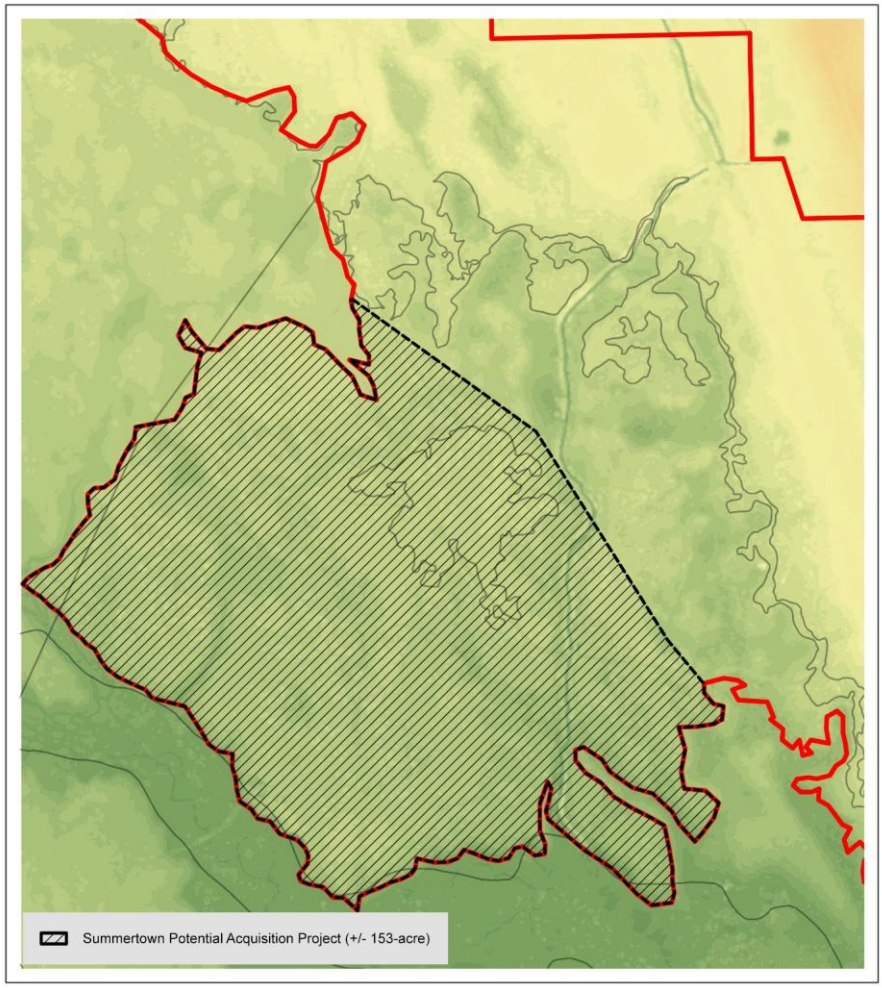

Environmentally Sensitive Lands

SUMMERTOWN

EXHIBIT G

POTENTIAL ACQUISITION AREA

0 450 900 Feet

12/3/2025

EXHIBIT "H"

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Summertown - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-Family Detached Housing	540	DUs	434	0.804
Multifamily Housing (Low-Rise)	1,100	DUs	430	0.391
Shopping Center (>150k) - Town Center - Commercial/Retail/Office	800.00	KSF	1,665	2.081
Shopping Plaza (40-150k) - Office / Retail / Commercial	40.00	KSF	137	3.425
Hotel	250.00	Rooms	147	0.588

Source: Summertown - Year 2045 Trip Generation - PM Peak

		Convert To				
		Single Family Residential	Multi-Family Residential	Shopping Center (>150 K)	Shopping Plaza (40-150k)	Hotel
Convert From	**Single-Family Detached Housing**	**1.000**	2.056	0.386	0.235	1.367
	Multifamily Housing (Low-Rise)	0.486	**1.000**	0.188	0.114	0.665
	Shopping Center (>150k) - Town Center - Commercial/Retail/Office	2.588	5.322	**1.000**	0.608	3.539
	Shopping Plaza (40-150k) - Office / Retail / Commercial	4.260	8.760	1.646	**1.000**	5.825
	Hotel	0.731	1.504	0.283	0.172	**1.000**

Example:
To convert 10 Single Family Residential Dwelling Units to Town Center - Commercial/Retail/Office SF, multiply 10 * 0.386*1000 = 3,864 SF
To convert 10,000 SF Town Center - Commercial/Retail/Office to Single Family Detached Residential, multiply 10 * 2.588 = 26 DUs

NOTE: While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan.

Summe

Land Use Type
Single-Family Detached Housing
Multifamily Housing (Low-Rise)
Shopping Center (>150k) - Town Center - Commercial/Reta
Shopping Plaza (40-150k) - Office / Retail / Commercial
Hotel

Source: Summertown - Year 2045 Trip Generation - PM Pea

Convert From	**Single-Family Detached Housing**
	Multifamily Housing (Low-Rise)
	Shopping Center (>150k) - Town Center - Commercial/Ret
	Shopping Plaza (40-150k) - Office / Retail / Commercial
	Hotel

Example:
To convert 10 Single Family Residential Dwelling Units to Town
To convert 10,000 SF Town Center - Commercial/Retail/Office to

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Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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SUMMERTOWN

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this _____ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay" or "Declarant"), PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI"), 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")

RECITALS.

A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for the benefit of citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement and subject to this Development Agreement.

D. The Declarant owns 495 acres of land (the "Declarant Lands") located west of John Anderson Highway as specifically described in a portion of **Exhibit "A".**

E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94 acres of land (the "HC 100 Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land (the "PCI Lands") located west of John Anderson Highway along SR 100 as specifically described in a portion of **Exhibit "A"**.

G. The Declarant Lands, the HC 100 Lands, and the PCI Lands depicted on **Exhibit "A"** shall collectively hereinafter be referred to as the "Subject Property".

H. The Declarant desires to rezone the Subject Property, amend the present entitlements, and create one single integrated mixed-use community.

I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

permitted by law.

J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as Low Density Residential and Commercial on its Future Land Use Map.

K. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

L. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

M. This is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

N. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Declarant that the Declarant's rezoning application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are taken as true, incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Declarant have relied.

SECTION 2. REPRESENTATIONS OF DECLARANT.

The Declarant hereby represents and warrants to the City that the Declarant is an owner or authorized agent of the Subject Property in accordance with the title opinion or title certification provided by the Declarant to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida, with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low density residential development and commercial development along State Road 100 ("SR100"). The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area 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". The Project will preserve a minimum of forty percent (40%) of the Project as Open Space, 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 final locations of improvements will be located as the Project is designed, permitted and approved by the City 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.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Spine Road (as defined below), 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 2025 and other City regulations, including but not limited to City Ordinance 2024-06.

(b) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.

(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-0000) 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; (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 "B"**), 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:

TRACT	ZONING DISTRICT	APPROVED USES
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed-Use, SFR, Town House, Multi-family, Open Space

5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

(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 permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

(b) Town House: This use permits two or more attached or shared wall single-family units. Town House may include fee simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters and farmers markets. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

(e) Mixed-Use: This use supports economic development by providing a specific,

defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows for designs to integrate commercial and residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their natural vegetative state upon which development may proceed with restrictions. The use permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location, if necessary.

(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development

accessing the Spine Road, the final location of such is at the sole discretion of the Declarant. The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "C"**

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR 2025 shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR 2025.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 575,400 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient

potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Declarant agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permitted by governmental permits for the purpose of providing recreational

opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD Master Plan and **Exhibit "C".**

(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.

(e) Spine Road Construction. If after the 150th home is completed within the Project, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction within the Project until the Spine Road construction is complete.

(f) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "D".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or more active recreational facilities for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and convey to the City a two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting and construction of improvements on the aforementioned park sites. In the event such agreement requires the Declarant to make improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h) Community Development Districts: The City agrees and acknowledges that the Subject Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), 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 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 parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR 2025. The calculation of minimum parking space requirements for the development of any Tract may be determined by

the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be forty percent (40%) of the Project. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste water and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. 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 until the later of (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project. 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.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with Florida Department of Transportation requirements for its impacts to SR100. As for

impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated for all the cost of design, permitting and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off site transportation improvements shall be required to be constructed by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR 2025. 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 the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies any and all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR (2025). All other landscaping design and requirements shall comply with those standards provided in **Exhibit "E** which may be amended from time

to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available for the entire Project. Efforts to preserve and enhance the Project's design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

The Declarant shall require (i) three (3) shade trees for each single-family detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant

commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (v) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required, as provided in the paragraph below.

During the platting process, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of parcels. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed $4,000.00. Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and shall be exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District, Property Owners Association or Home Owners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the western side of John Anderson Highway right of way.

(h) Lighting: All lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.

(i) Fire Protection: The Declarant 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 Declarant 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.

(j) Utilities: The Declarant shall not be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

(k) Interconnectivity and Access: All units within the Project maybe 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, as generally depicted on the MPD Master Plan.

(l) Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land

surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.

- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(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 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 unless allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall

be preserved or revegetated with native species if disturbed. Allowed activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "F"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant lands depicted in **Exhibit "G"** ("Potential Acquisition Area") . In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence. Declarant will not apply for development permits or apply for any development application except for development permits and applications relating to the Spine Road in the Potential Acquisition Area for two (2) years after the Effective Date of this Agreement.

(n) Signage: Signs shall comply with the LDR 2025, 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) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to the Project located at the intersection of John Anderson and Spine

Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) 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. However, the main entrance to Project located at the intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) 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 twenty (20) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) 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.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(o) Temporary Facilities/Model Homes: 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 within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(p) Rental Program: Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the Project's units, in long term, short term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: 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 with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the

main use structure. However, 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. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), 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. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots 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:

Type	SF	Multi-family	Town House
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'**
Type	**SF**	**Multi-family**	**Town House**
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 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 2025.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) 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.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) Open burning shall be prohibited during development and property owners shall be subject to the City's LDR 2025.

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.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA.

SECTION 16. CONVERSION OF USES.

The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "H",** provided that (i) the changes are consistent with the Land Use Conversion Matrix, (ii) such converted uses are consistent with the uses allowed by this Development Agreement, and (iii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small-scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

(a) In the event of a breach of this Agreement by either Party, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Declarant at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered, sent by certified mail, or overnight courier

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The Parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street

Flagler Beach, FL 32136

As to the Declarant: Veranda Bay Investments , LLC
Attn: Kenneth Belshe
3129 Springbank Lane 201
Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 20. SUCCESSORS AND ASSIGNS.

This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Declarant has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with 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 22. 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 23. 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 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The Parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 26. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 27. FORCE MAJEURE.

The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 28. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any subsequent development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial 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.

This Development 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 (1) and the same document.

SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the Parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the Parties relating to the subject matter of this Development Agreement.

(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:

SUBJECT PROPERTY
EXHIBIT "A"

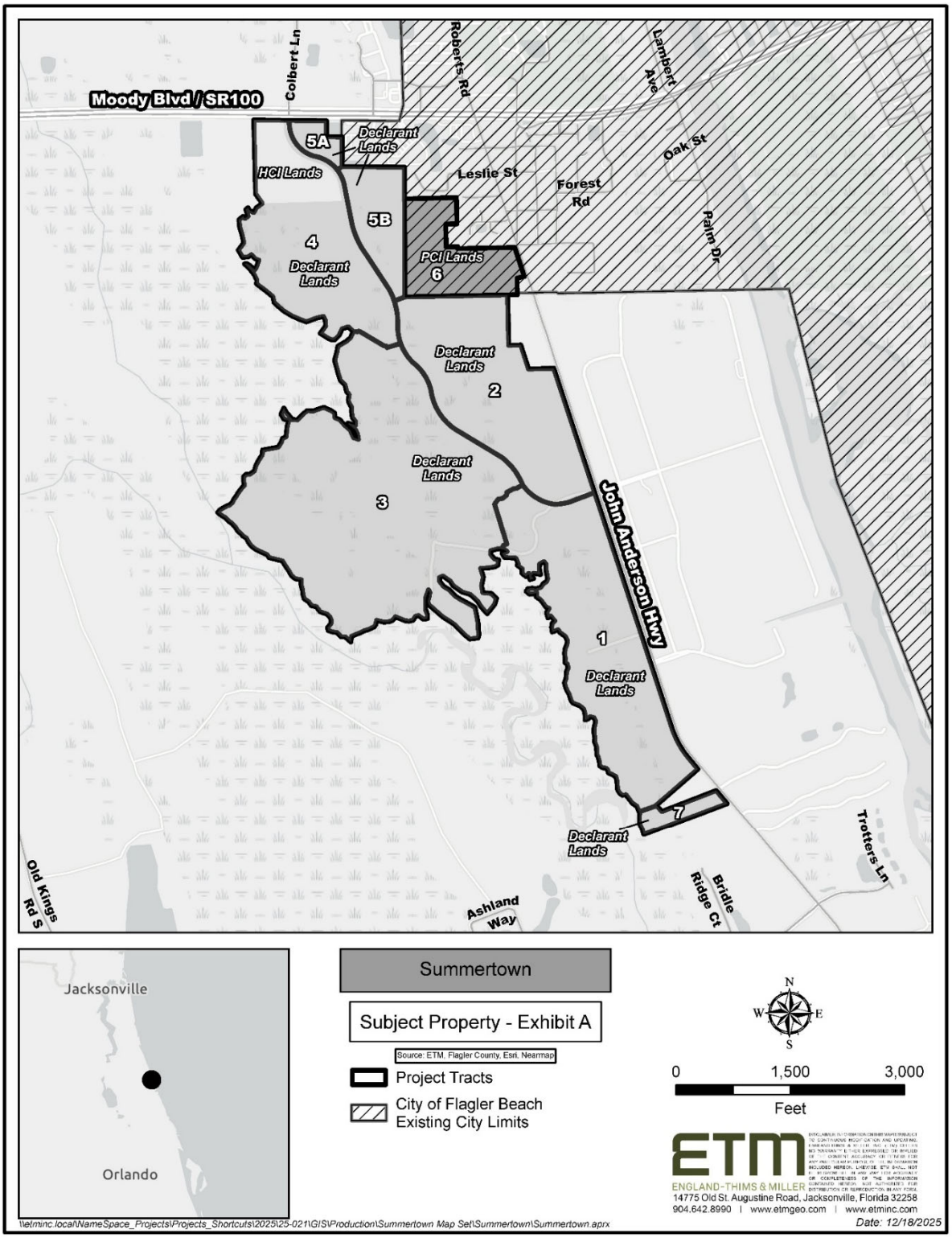


EXHIBIT A
LEGAL DESCRIPTION

HC 100 LANDS

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.

Together with

PCI LANDS

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

DECLARANTS LANDS

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.

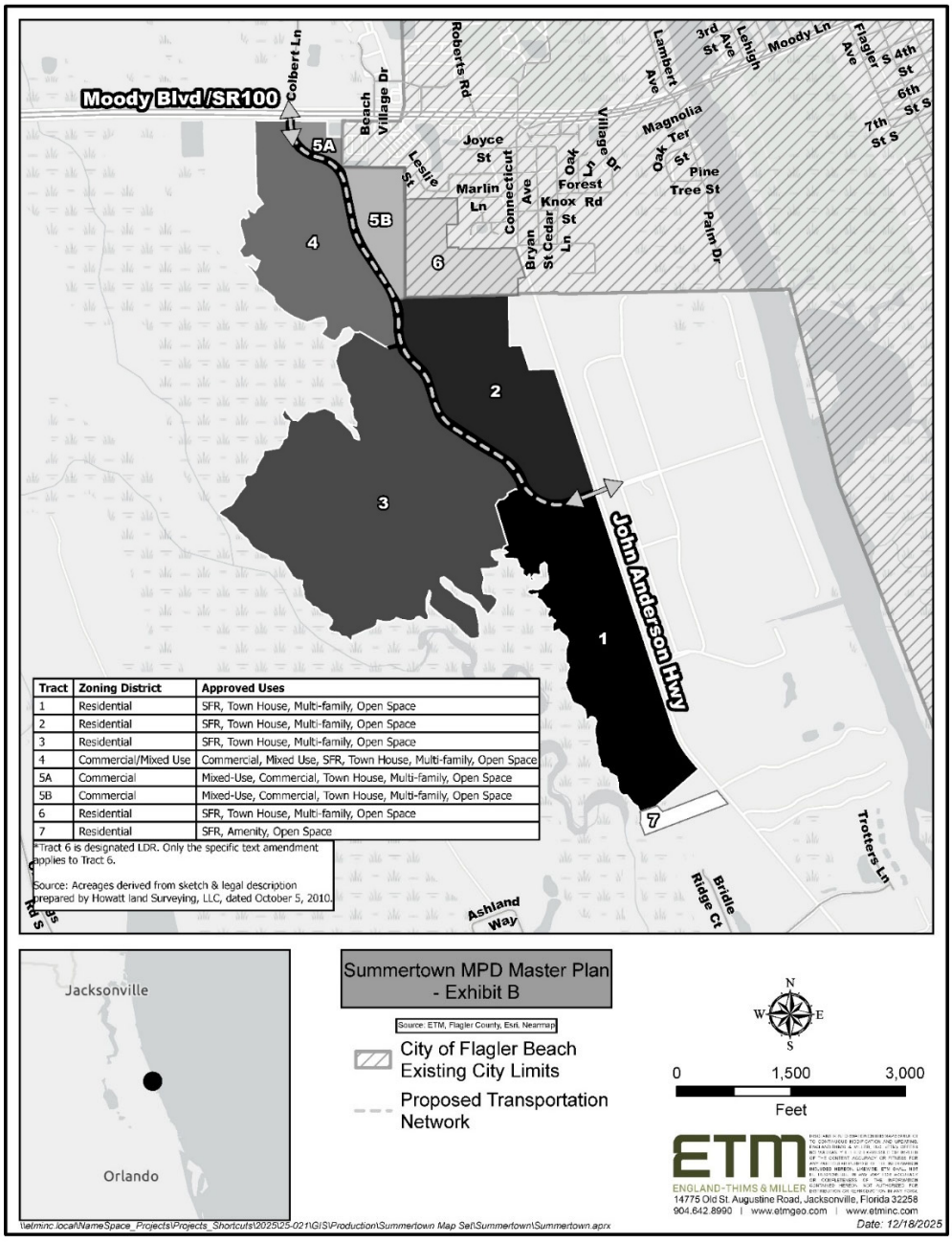
LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

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.

MPD MASTER PLAN
EXHIBIT "B"



Tract	Zoning District	Approved Uses
1	Residential	SFR, Town House, Multi-family, Open Space
2	Residential	SFR, Town House, Multi-family, Open Space
3	Residential	SFR, Town House, Multi-family, Open Space
4	Commercial/Mixed Use	Commercial, Mixed Use, SFR, Town House, Multi-family, Open Space
5A	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Open Space
6	Residential	SFR, Town House, Multi-family, Open Space
7	Residential	SFR, Amenity, Open Space

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

EXHIBIT "C"
SPINE ROAD

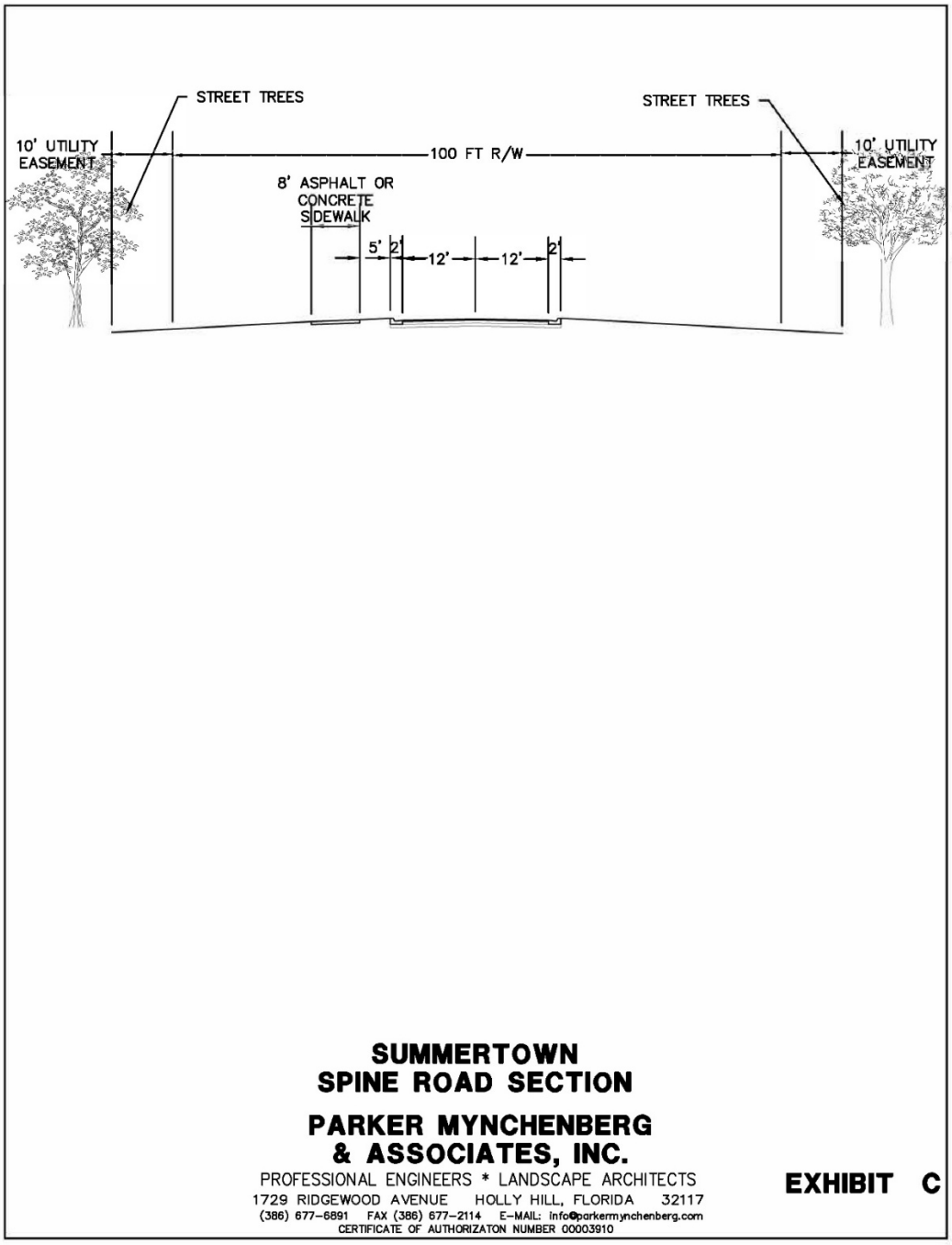


EXHIBIT "D"
Stormwater

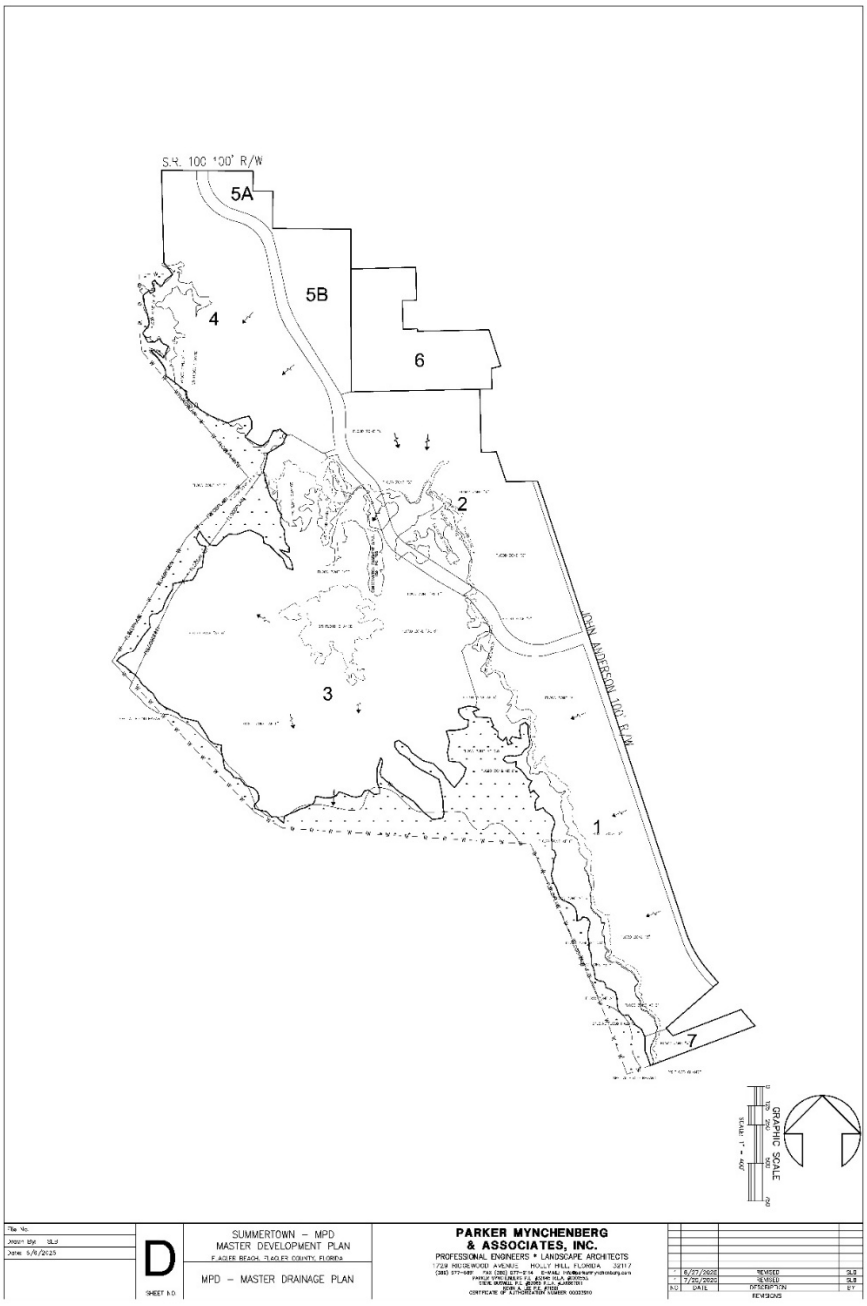


EXHIBIT "E"

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.

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.

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 "F"

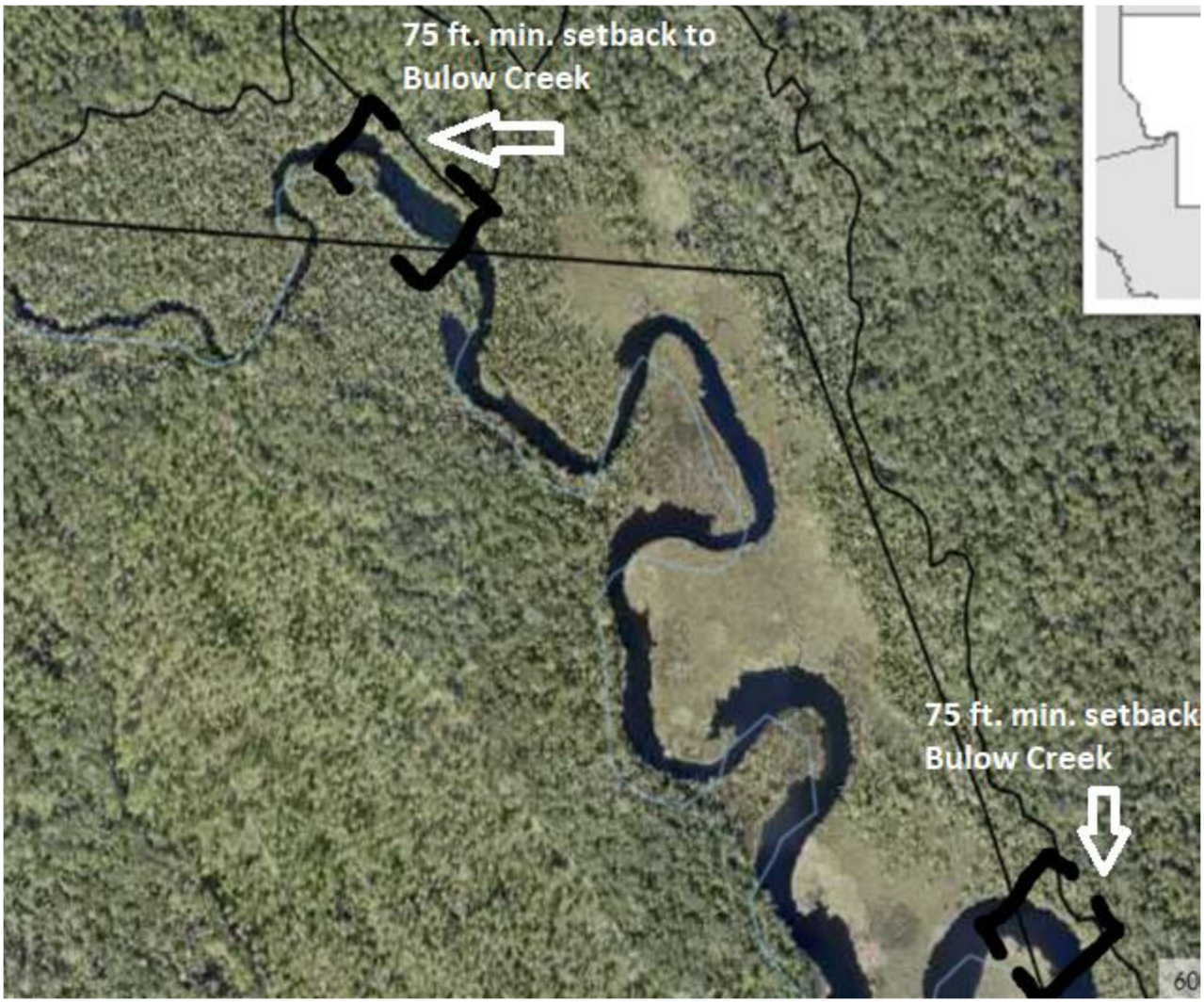

75 ft. min. setback to
Bulow Creek
75 ft. min. setback
Bulow Creek

Exhibit G
SUMMERTOWN POTENTIAL ACQUISITION AREA

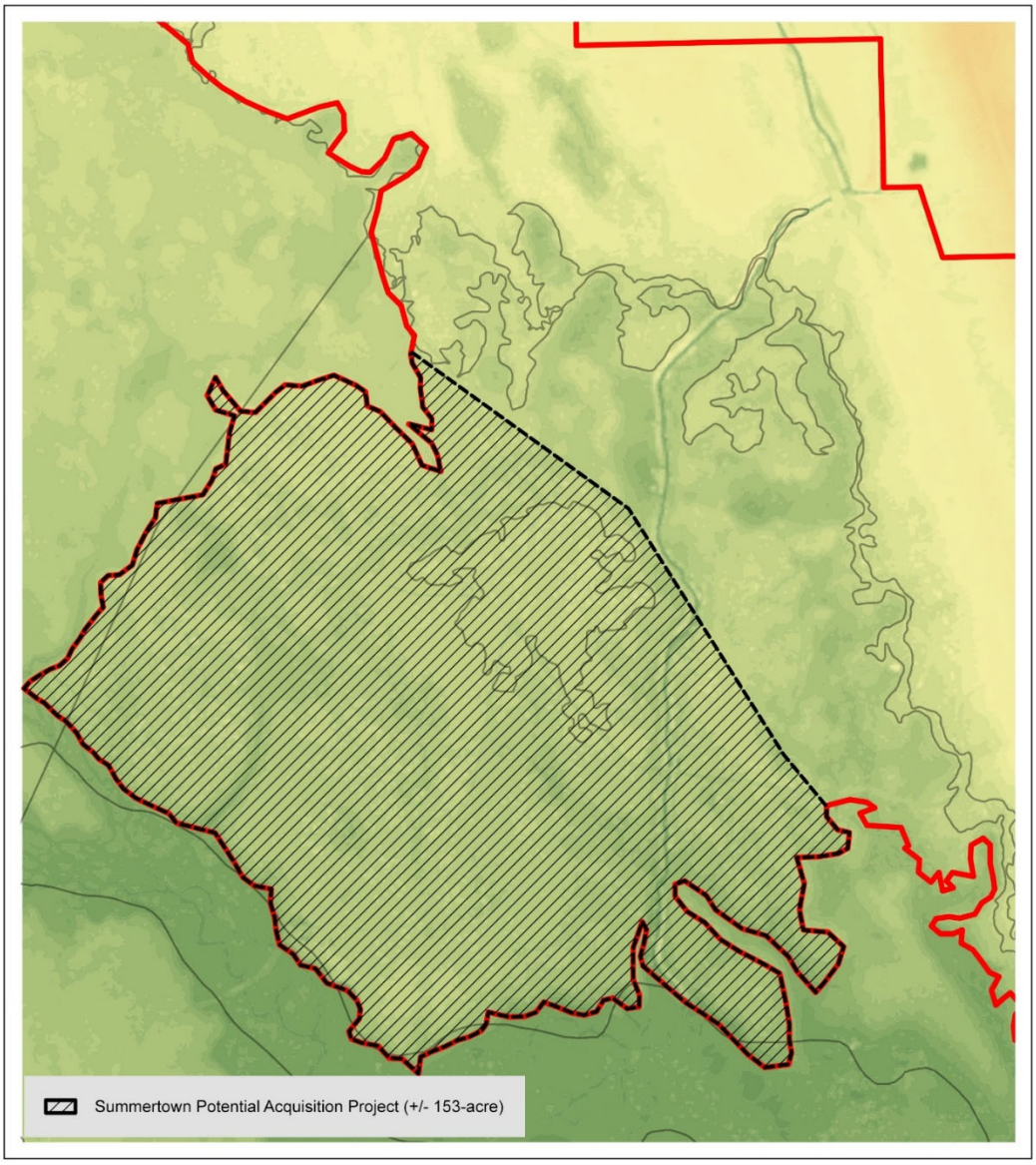


EXHIBIT "H"

Summertown - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-Family Detached Housing	540	DUs	434	0.804
Multifamily Housing (Low-Rise)	1,100	DUs	430	0.391
Shopping Center (>150k) - Town Center - Commercial/Retail/Office	800.00	KSF	1,665	2.081
Shopping Plaza (40-150k) - Office / Retail / Commercial	40.00	KSF	137	3.425
Hotel	250.00	Rooms	147	0.588

Source: Summertown - Year 2045 Trip Generation - PM Peak

Convert From		*Convert To*				
		Single Family Residential	Multi-Family Residential	Shopping Center (>150 K)	Shopping Plaza (40-150k)	Hotel
	Single-Family Detached Housing	**1.000**	2.056	0.386	0.235	1.367
	Multifamily Housing (Low-Rise)	0.486	**1.000**	0.188	0.114	0.665
	Shopping Center (>150k) - Town Center - Commercial/Retail/Office	2.588	5.322	**1.000**	0.608	3.539
	Shopping Plaza (40-150k) - Office / Retail / Commercial	4.260	8.760	1.646	**1.000**	5.825
	Hotel	0.731	1.504	0.283	0.172	**1.000**

Example:
To convert 10 Single Family Residential Dwelling Units to Town Center - Commercial/Retail/Office SF, multiply 10 * 0.386*1000 = 3,864 SF
To convert 10,000 SF Town Center - Commercial/Retail/Office to Single Family Detached Residential, multiply 10 * 2.588 = 26 DUs

NOTE: While conversions are permitted under the Land Use Conversion Matrix, under no circumstances shall the development program exceed 1,640 units, 840,000 square feet of nonresidential uses, and 250 hotel rooms consistent with Policy A.1.1.3.1 of the Comprehensive Plan.

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 &	***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@legalteamforlfie.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 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 _____

_____ (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

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 _____ as identification.

HH350861
Commission Number & Expiration

Notary Public

AZYADET N. ALVAREZ
MY COMMISSION # HH 350
EXPIRES: April 17, 2027

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 _____ as identification.

HH350861 4/17/27
Commission Number & Expiration

Notary Public

AZYADET N. ALVAREZ
MY COMMISSION # HH 350861
EXPIRES: April 17, 2027

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

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.

HH489042 2/5/28
Commission Number & Expiration

Notary Public

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

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.

HH489042 2/5/28
Commission Number & Expiration

Notary Public

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

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

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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

This 3rd day of June, 2024. Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracy 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

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

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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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

SIGNATURE OF OWNER/AUTHORIZED AGENT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-30-25
DATE

Palm Coast Intracoastal, LLC

Signature of Owner

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 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.

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.

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 law[1] 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:

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
DISPLAY - AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY

in the Circuit Court, was published in said newspaper in the issues of

Dec. 11, 18, 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 328896

CITY OF FLAGLER BEACH NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION 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.

An application has been submitted to amend the Zoning Map designation for 545.54 acres of real property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the second reading of the proposed Zoning Map amendment on January 8, 2026 at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The 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 further published notice.

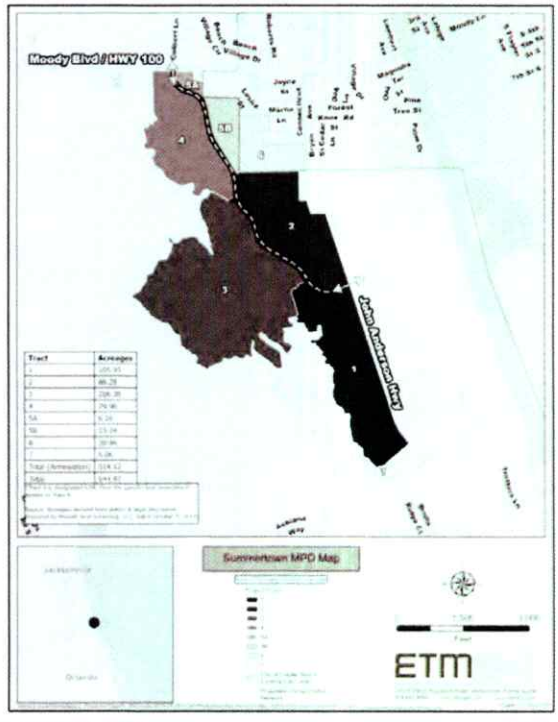
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed Zoning Map amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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) 517-2000 Ext. 233 at least 48 hours prior to the meeting.

LOCATION MAP



December 11, 18, 25, 2025

7763-328896

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune	12/10/2025, 12/17/2025, 12/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/24/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$331.55		
Tax Amount:	$0.00		
Payment Cost:	$331.55		
Order No:	11900379	# of Copies:	
Customer No:	763298	1	
PO #:	Rezoning ST JWL REV 12-4-2025		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH
NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION 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.

An application has been submitted to amend the Zoning Map designation for 545.54 acres of real property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District. All lands are located as depicted in the Location Map provided below.

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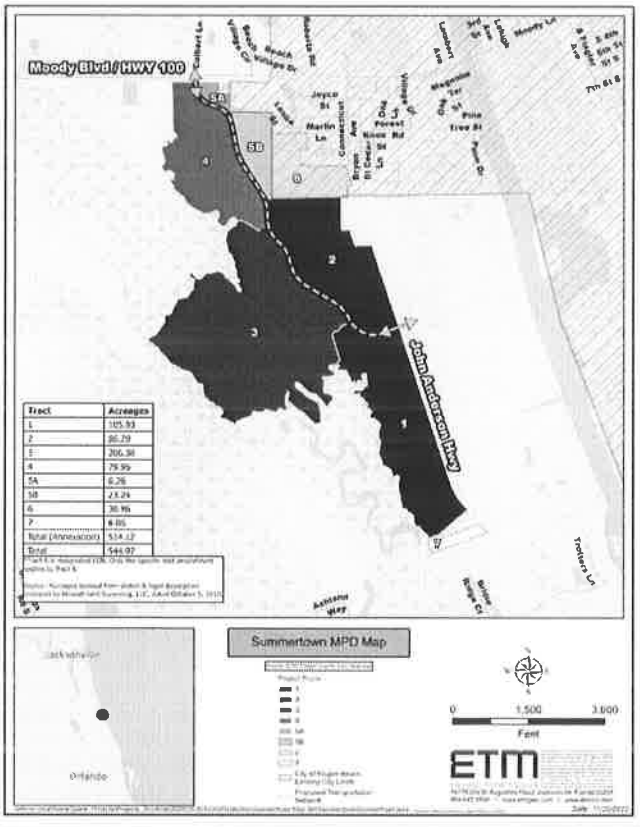

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	January 8, 2026
Item Name:	Ordinance 2025-28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (Second [Final] Reading).

Background:

The City Commission at their December 11, 2025, meeting motioned to table second and final reading of Ordinance 2025-28 to the January 08, 2026 meeting. The motion was as follows: Motion by Commissioner Belhumeur to table Ordinance 2025-28 to date certain of January 8, 2026, at 5:30 p.m. or soon thereafter in these Commission Chambers and included is the approval of the Second Amendment to Purchase and Sale Agreement. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. RJ Santore suggested the Commission adopt a Charter amendment to codify a unanimous vote to overturn the proposed deed restrictions. Chairman Sherman closed public comments. Chairman Sherman inquired if a Charter amendment could be included on the March 2026 ballot. Clerk Overstreet responded no, there is not enough time for public notice and to hold two hearings for ordinance adoption by the deadline to submit ballot items. The motion carried unanimously, after a roll call vote.

The City Commission authorized the City Manager to sign a Letter of Intent on July 10, 2025, for the proposed purchase/sale of the City's Ocean Palm Golf Course. The City Commission accepted a proposed Purchase and Sale Agreement on Oct 9, 2025. In accordance with the terms of the Purchase and Sale Agreement, $40,000 was deposited into an escrow account by the Purchaser on Oct 28, 2025.

The City Commission approved Ordinance 2025-28 on first reading on November 13, 2025.

To complete the purchase/sale of the Ocean Palms Golf Course requires an Ordinance. This evening is the scheduled Second (Final) Reading of the proposed Ordinance.

If adopted, the closing must be completed within thirty days. Following the successful closing, the Buyer must satisfy the following additional conditions within ninety days:

- Title and Survey Review

- Feasibility and Inspections
- Financing (for acquisition and redevelopment)

Fiscal Impact:
The proposed purchase/sale price is $801,333.

Staff Recommendation:
Staff recommends approval of Ordinance 2025-28 (Second [Final] Reading).

Attachments:
1. 2025-28 Golf Course
2. Signed Agreement FULLY EXECUTED (10-22-2025)
3. 1st Amendment to the Purchase Sale Agreement Golf Course
4. Bank of America _ Online Banking _ Transfer Submitted_Redacted
5. 2025-28 Affidavit
6. BIS 2025-28- Golf Course

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of real property more particularly described as set forth herein in Attachment "A" (the "Subject Property"); and

WHEREAS, the City and Ocean Palms Golf Club, LLC have negotiated terms for the sale of the Subject Property as set forth in the Purchase and Sale Agreement attached hereto as Attachment "B" (the "Purchase and Sale Agreement"); and

WHEREAS, one of the terms negotiated by the parties is a deed restriction on the use of the Subject Property restricting its use exclusively to use as a golf course open to the public; said deed restriction is set forth in full in the Special Warranty Deed attached to the Purchase and Sale Agreement as Exhibit "B" (the "Deed Restriction"); and

WHEREAS, the parties to the transaction understand and acknowledge that the Deed Restriction shall follow the land and be binding on all heirs, successors, and assigns of Ocean Palms Golf Club, LLC; and

WHEREAS, the parties to the transaction agree and understand that the Deed Restriction is a material condition to the City in agreeing to the sale of the Subject Property and, further, that said restriction shall be referenced and restated in any future development orders related to the Subject Property to ensure that activities on the Subject Property remain consistent with the Deed Restriction; and

WHEREAS, Ocean Palms Golf Club, LLC has also agreed to record a Declaration of Restrictive Covenants and Easements setting forth additional restrictions and requirements related to the use and operation of the Subject Property as well easements granted to the City for maintenance and use of those portions of the Subject Property used for stormwater retention; said Declaration of Restrictive Covenants and Easements is attached to the Purchase and Sale Agreement as Exhibit "C;" and

WHEREAS, the City Commission finds that the sale of the Subject Property upon the negotiated terms serves a valid public purpose and is in the best interest of the City of Flagler Beach; and

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

SECTION 1. The Special Warranty Deed attached hereto as Exhibit "C" is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby

authorized to execute same and take other such actions as necessary to close on the sale of the Subject Property.

SECTION 2. The City is authorized to take all steps necessary to ensure the continued application of the Deed Restriction to the Subject Property, including referencing such Deed Restriction in any future approvals or authorizations related to the restoration of a golf course on the Subject Property.

SECTION 3. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of October, 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").

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b. Earnest Money Deposit.

i. Within five (5) business days after the Effective Date, Buyer shall deposit the sum of **Forty Thousand and 00/100 Dollars ($40,000.00)** (the "Initial Deposit") with **Coast Title Insurance Agency, Inc.** ("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.

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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

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

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.

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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.

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

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. Assignment. This Agreement and all of the rights and obligations of the parties hereunder may not be assigned, delegated, transferred, or otherwise encumbered by either the Seller or the Buyer, in whole or in part, without the prior written consent of the other party. Such consent may be withheld in the sole discretion of the non-consenting party for any reason, and the withholding of consent shall not be deemed a breach of this Agreement. Any attempted assignment without the required written consent shall be null and void and shall constitute a material breach, giving the non-consenting party the right to terminate this Agreement and pursue any other remedies available at law or in equity.

b. 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.

c. 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.

d. 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).

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

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

SELLER:
CITY OF FLAGLER BEACH
A Florida municipal corporation

By: _____

Name: Patti King

Title: Mayor

Date: 10/21/2025

BUYER:
OCEAN PALMS GOLF CLUB, LLC

By: DocuSigned by: Tanuj Seoni 99A6EE82400B4B2...

Name: Tanuj Seoni

Title: Manager

Date: 10/22/2025

By: DocuSigned by: Jeffrey W. Ryan 9D2341D2D8E54C1...

Name: Jeffrey W. Ryan

Title: Manager

Date: 10/22/2025

CITY OF FLAGLER BEACH SEAL

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:

_____

Print Name:_____

Address:

_____

_____

_____

Print Name:_____

Address:

_____

_____

GRANTOR:
City of Flagler Beach
A Florida Municipal Corporation

By:_____

Print Name:_____

Title:_____

105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136

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
RIGHT OF FIRST REFUSAL

1. **Grant of Right**. In the event that Declarant (or any successor or assignee of Declarant) receives a bona-fide written offer ("Offer") from a third party purchaser to purchase all or any portion of the Property (or any interest therein), Declarant shall promptly give the City written notice of such Offer ("ROFR Notice"). The ROFR Notice shall include (i) a copy of the Offer, (ii) the identity of the prospective purchaser, (iii) the purchase price and any material terms, and (iv) any deadline by which the Offer must be accepted.
2. **City's Election Period**. The City shall have ninety (90) calendar days from receipt of the ROFR Notice ("Election Period") to elect, in writing, either (i) to exercise its right of first refusal and purchase the Property on the same terms and conditions set forth in the Offer, or (ii) to waive such right. Failure to provide written notice within the Election Period shall be deemed to waive the right with respect to that particular Offer.
3. **Consideration by City Commission**. Upon receipt of a ROFR Notice from Declarant, the City shall take immediate action to schedule consideration of the right of first refusal at the first available regular City Commission meeting, in accordance with the City's normal procedures for scheduling ordinances for consideration. The City shall use reasonable efforts to ensure that the matter is placed on the agenda for the earliest possible meeting, and shall notify Declarant of the scheduled date promptly. The City's election to exercise or waive its right of first refusal shall be made in accordance with the procedures and within the time period set forth herein.
4. **Exercise of Right**. If the City elects to exercise the ROFR, the parties shall, within ten (10) business days of the City's election, execute a purchase and sale agreement consistent with the terms of the original Offer. All

closing conditions applicable to the original Offer shall apply to the City's purchase, except that the City shall be entitled to rely on its own due-diligence investigations.

5. **Effect of Waiver or Non-Exercise**. If the City waives the ROFR or fails to respond within the Election Period, Declarant may proceed with the third-party transaction on the same terms set forth in the Offer, provided that no material changes to those terms occurs. Should any material change arise, the City's ROFR right shall revive as if a new Offer had been received.

ARTICLE 6
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 7
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.**

   a. **Method of Delivery.** All notices, demands, consents, approvals, or other communications required or permitted under this Declaration (collectively, "Notices") shall be given in writing by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) a reputable courier service, or (iv) electronic mail ("email").

   b. **Effectiveness of Delivery.**

      i. **Personal Delivery.** A notice delivered personally shall be deemed effective on the date it is actually delivered to the recipient.

      ii. **Certified Mail or Courier.** A notice sent by certified mail or a reputable overnight courier shall be deemed effective on the date the notice is delivered to the addressee or, if the addressee refuses to accept it, on the date of refusal (as evidenced by the carrier's receipt or refusal notice).

      iii. **Email.** A notice transmitted by email shall be deemed effective on the date the email is sent, provided that a hard-copy version of the same notice is simultaneously mailed (personal delivery, certified mail, or courier) in accordance with sub-paragraph (a).

   c. **Addresses for Service.** Unless otherwise agreed in writing, the addresses for service are:

For the City: City of Flagler Beach
C/O City Manager
105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136
dmartin@cityofflaglerbeach.com

For the Declarant: Ocean Palms Golf Club, LLC
C/O Manager
12 Bishop Lane
Palm Coast, FL 32137
tj@meadowscenter.com

d. **Change of Address.** Either party may change its address for service by delivering a written notice of such change in accordance with this Article 7, Section 3. Until the change is effectively communicated, notices shall be deemed property served at the last known address. Notwithstanding the foregoing, any email sent to the email address of the current City Manager of the City at the time of the notice shall be sufficient for the purposes of notice by email as provided in this Article 7, Section 3.

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

_____

Print Name:_____
Address:
_____

_____

_____

Print Name:_____
Address:
_____

_____

DECLARANT:
OCEAN PALMS GOLF CLUB LLC
A Florida limited liability company

By: _____
Name: Tanuj Seoni
Title: Manager

By: _____
Name: Jeffrey W. Ryan
Title: Manager

12 Bishop Lane
Palm Coast, FL 32164

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 Ocean Palms Golf Club LLC. He is __ personally known to me or __ has produced _____ as identification.

_____
NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Jeffrey W. Ryan, Manager of Ocean Palms Golf Club LLC, on behalf of Ocean Palms Golf Club LLC. 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,the terms governing the interpretation of the Deed Restriction as set forth in Article 4, and the right of first refusal granted to the City as set forth in Article 5. 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.

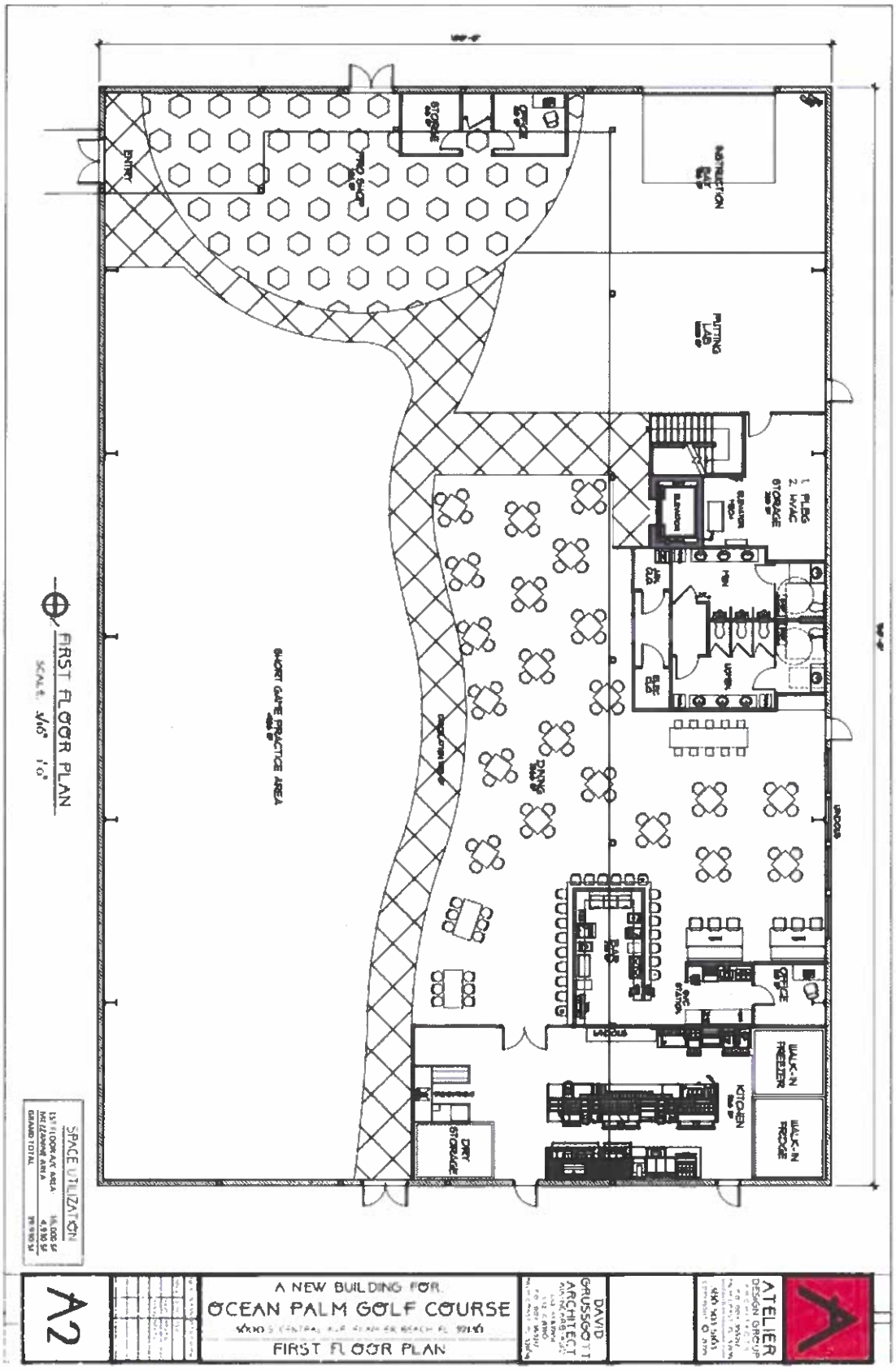
EXHIBIT B

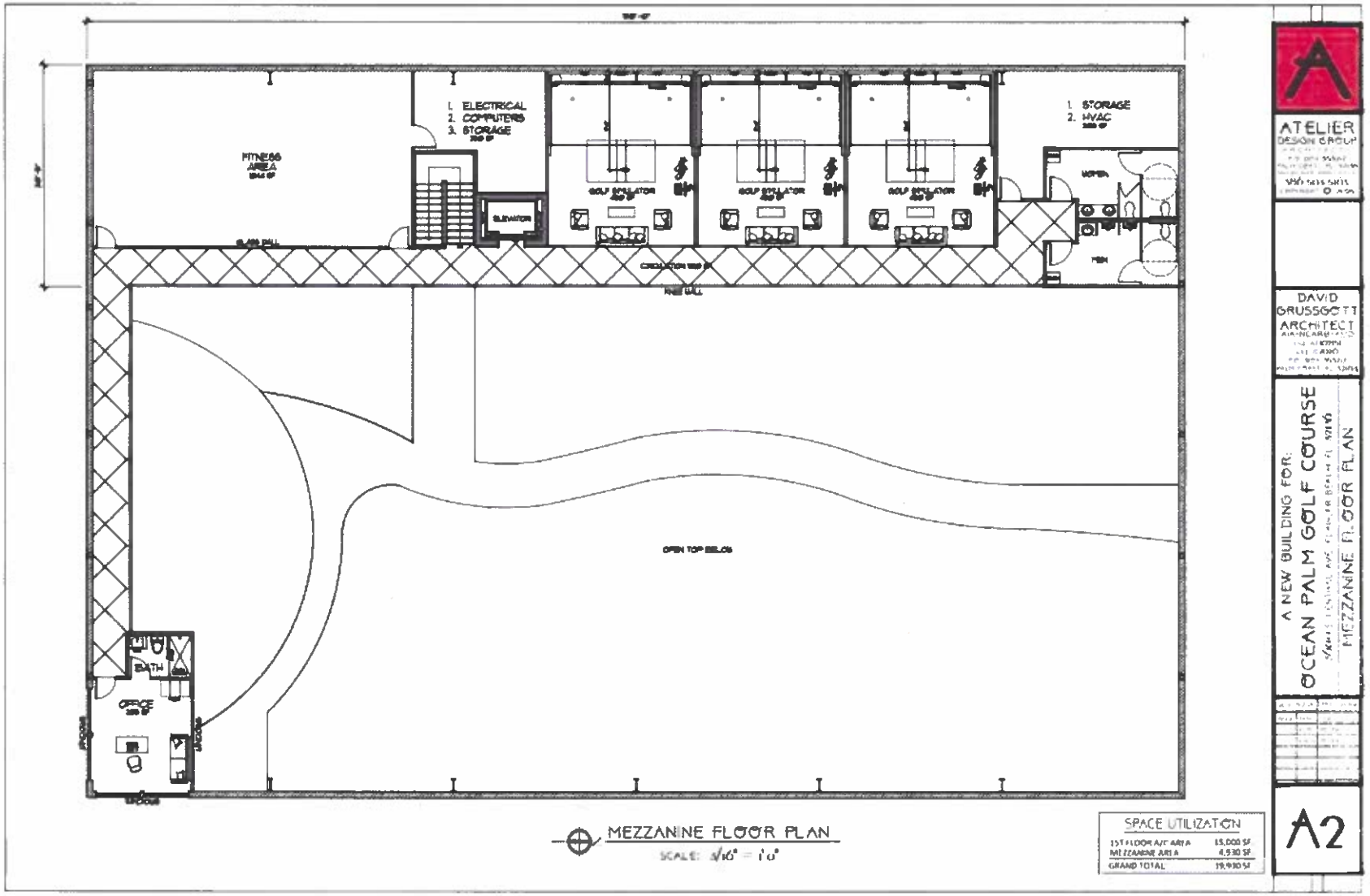
Conceptual Plans (Golf Course and Clubhouse)

(On Following Pages)

Sod Farm
12
8
6
11
9
10
Clubhouse
Parking Lot
5
1
4
2
3
Green
Landscaping
Tee Box
Sand Trap
Water
Cart Path

PUTTING GREEN
SITE LOCATION PLAN
EXISTING MAINTENANCE BUILDING TO REMAIN
A NEW BUILDING FOR
OCEAN PALM GOLF COURSE
SITE LOCATION PLAN
A1
DAVID GRUSSOE T ARCHITECT
ATELIER


FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"
SPACE UTILIZATION
A2
A NEW BUILDING FOR
OCEAN PALM GOLF COURSE
FIRST FLOOR PLAN
DAVID GRUSSGOTT ARCHITECT
ATELIER DESIGN GROUP



MEZZANINE FLOOR PLAN

SCALE: 1/16" = 1'-0"

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

ATELIER DESIGN GROUP

DAVID GRUSSGOTT ARCHITECT

A NEW BUILDING FOR:
OCEAN PALM GOLF COURSE

MEZZANINE FLOOR PLAN

A2

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is made to be effective as of this 11 day of DECEMBER, 2025, by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation ("**Seller**"), and **OCEAN PALMS GOLF CLUB, LLC**, a Florida limited liability company ("**Buyer**").

RECITALS

A. On October 22, 2025, Seller and Buyer entered into a Purchase and Sale Agreement (the "**Purchase Contract**") with respect to that certain parcel of real property described in the Purchase Contract and identified as 3600 S. Central Ave., Flagler Beach, Florida 32136, and identified as Flagler County Tax Parcel ID Numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010.

B. Seller and Buyer now desire to make certain changes to the Purchase Contract as more fully set forth herein.

AGREEMENTS:

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

1. **Defined Terms and Recitals.** Any and all capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Contract. In addition, the recitals and preamble to this Amendment are incorporated herein by reference for all purposes.

2. **Ordinance Contingency Date.** The time period for the City Commission to consider and approve an ordinance, in accordance with Section 2.10 of the City Charter, authorizing conveyance of the land as set forth in Section 3.a of the Purchase Contract is hereby amended. The phrase "within sixty (60) days of the Effective Date" in Section 3.a is deleted and replaced with "on or before **January 31, 2026**".

3. **Counterparts.** This Amendment may be executed in multiple

counterparts, all of which together shall constitute one agreement. This Amendment may also be executed and delivered by means of a facsimile or in electronic form by any Party hereto.

4. **Full Force and Effect**. Except as hereinabove provided, all other terms and conditions of the Purchase Contract are ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

SELLER:
CITY OF FLAGLER BEACH,
A Florida municipal corporation

By: _____

Name: _____

Title: Chairman

Date: _____

BUYER:
OCEAN PALMS GOLF CLUB, LLC,
A Florida limited liability company

By: _____

Name: Tarun Sood

Title: Manager

Date: 12/11/25

By: _____

Name: Jeffrey W. Ryan

Title: Manager

Date: 12/11/25

Print this Page

Transfer status: In Process
Order number:578950126

Transfer Accounts

From: MY CHECKING : [redacted]

To: COAST TITLE INS AGENCY, INC ESCROW (Intracoastal Bank)

Transfer Details

Send amount

Send amount: $40,000.00

Additional fee: $30.00

Transfer description

Ocean Palms Golf Club EMD

Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 10/28/2025

Estimated delivery date: 10/28/2025
Note:The receiving bank may make funds available later than this.

Serial Number
25-00433F

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 Announcement

in the matter of December 11th

in the Court, was published in said newspaper by print in the

issues of 11/27/2025

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,

28th day of November, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Notary Public, State of Florida
(SEAL)

JANICE LIMBURG
Notary Public - State of Florida
Commission # HH 297954
My Comm. Expires Aug 7, 2026
Bonded through National Notary Assn.

PUBLIC NOTICE

THE CITY OF FLAGLER BEACH PROPOSES TO ADOPT THE FOLLOWING ORDINANCES ENTITLED:

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

A Public Hearing will be conducted to consider the ordinance as follows:

City Commission: Thursday, December 11, 2025 @ 5:30 p.m. or soon thereafter. Interested parties are invited to attend and be heard. The proposed ordinance may be inspected at City Hall at 105 South Second Street. 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.

Nov. 27 25-00433F

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. 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE 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 law[1] 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
    e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

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 authorizes the sale of real property known as the Ocean Palm Golf Course subject to a contractual deed restriction requiring the continued operation of the property as a golf course.

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 have any direct economic impact on any private, for profit business in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The ordinance is not expected to have any direct economic impact on any private, for profit business in the City.

Staff Report

City Commission Regular Meeting

January 8, 2026

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	January 8, 2026
Item Name:	Ordinance 2025-29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix "A," "Land Development Regulations," establishing a process for the review of reasonable accommodation requests for certified recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date - (Second [Final] Reading).

Background:

Chapter 2025-182, Laws of Florida, which was formerly known as Senate Bill 954, establishes new regulatory requirements for certified recovery residences in Florida, effective July 1, 2025. Pursuant to Section 397.487, Florida Statutes, "By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence." These facilities, commonly known as sober homes, offer structured, supportive living environments for individuals recovering from substance-use disorders. Typically operated as group living arrangements, recovery residences can present zoning and land use challenges related to occupancy limits, neighborhood compatibility, and use classifications. In the 2025 legislative session, the Florida Legislature passed Senate Bill 954, which requires local governments to adopt an ordinance to establish a process for applicants seeking reasonable accommodations from land use regulations that serve to prohibit the establishment of a certified recovery residence. On June 25, 2025, Governor DeSantis approved Senate Bill 954, and Senate Bill 954 was codified into law as Chapter 2025-182. The proposed LDC amendment complies with the statutory requirements of Section 397.487, Florida Statutes.

An applicant shall not be entitled to a reasonable accommodation if the requested accommodation is incompatible with surrounding uses and structures in the zoning district, is not substantially similar to surrounding uses and structures expressly permitted in the zoning district, and the city has not otherwise routinely waived the applicable ordinance, rule, policy, practice or procedure. A requested increase in density shall not be considered reasonable

accommodation. The applicant shall demonstrate that the proposed accommodation does not impose an undue financial or administrative burden on the city.

Fiscal Impact:
No fiscal impacts are anticipated.

Staff Recommendation:
Staff recommends approval of Ordinance 2025-29 on Second (Final) Reading.

Attachments:
1. 2025-29
2. 2025-29 Affidavit

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO THE LAND DEVELOPMENT REGULATIONS; AMENDING THE CODE OF ORDINANCES TO ADD SECTION 8.06.01 TO APPENDIX "A," "LAND DEVELOPMENT REGULATIONS," ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, mandates that each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, Section 397.487(15)(a), Florida Statutes, further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, Section 397.487(15)(b), Florida Statutes, provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, the City of Flagler Beach Planning and Zoning Board held a public hearing, with all required public notice, to provide recommendations to the City Commission on this Ordinance to amend the Land Development Code and recommend that the City Commission adopt the Ordinance; and

WHEREAS, adoption of this Ordinance ensures that the City of Flagler Beach complies with Section 397.487(15), Florida Statutes, and that the best interest of ~~the public~~public health, safety, and welfare is served.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF FLAGLER BEACH FLORIDA:

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein by reference.

Section 2. Appendix "A," Article 8, Section 8.06.01, "Requests for Accommodations by Certified Recovery Residences" of Appendix "A" to the City of Flagler Beach Code of Ordinances, is hereby created to read as follows (Note: additions indicated by underscore; deletions indicated

by ~~strikethrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

8.06.01. - REQUESTS FOR ACCOMMODATIONS BY CERTIFIED RECOVERY RESIDENCES.

(A) Purpose and applicability. The purpose of this section is to establish procedures for review and approval of reasonable accommodation requests to the City's land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences pursuant to section 397.487, Florida Statutes. Facilitating reasonable accommodation requests ensures that individuals with a disability and/or handicap have equal opportunity to use and enjoy dwellings, buildings or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. §§ 3601 et seq. ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. §§ 12131 et seq. ("ADA"). For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, regulations, policies, or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) Applicant. Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, collectively referred to as "Applicant" in this subsection, may request a reasonable accommodation to the City's land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of certified recovery residences. It is the responsibility of the Applicant to establish that they, or those who are being provided recovery services, are protected individuals under the FHA and/or ADA by demonstrating that the proposed accommodation is reasonable and necessary to afford the Applicant, or those who are being provided services, an equal opportunity to use and enjoy a residential dwelling.

(C) Application Procedure. A request for reasonable accommodation shall be made to the City Planner. An application for reasonable accommodation must, at a minimum, provide the following:

(1) Name and contact information of the Applicant or the Applicant's authorized representative;
(2) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner's authorization form is also required;
(3) A description of the accommodation and the specific regulation(s) and/or procedures from which the accommodation is sought;
(4) Reasons the accommodation may be necessary for the Applicant or those who are being provided services;

(5) A description of the qualifying disability or handicap;
(6) A certification signed by the Applicant stating: I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;
(7) A verification of disability status form executed by someone with personal knowledge of the Applicant's, or those who are being provided services', disability, such as a medical or social services professional;
(8) Any additional information or documentation the Applicant feels is necessary to supplement the request for reasonable accommodation.
(9) Signature of the Applicant and date.

The City Planner will date-stamp the application upon receipt and notify the Applicant, in writing, within 30 days if additional information is required. The Applicant must provide the additional information within 30 days. Failure of the Applicant to provide a response within 30 days will result in the application being denied, unless the Applicant requests an extension of time in writing.

(D) Review. Within 60 days of receiving a completed application, the City Planner, or designee, shall review the request for reasonable accommodation and make a determination consistent with the FHA and/or ADA, after considering all of the following:

(1) Whether the Applicant has established that they are protected under the FHA and/or ADA by demonstrating that they or those being provided recovery services, are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the following must be shown:

(a) A physical or mental impairment which substantially limits one (1) or more major life activities;
(b) That they are regarded as having such impairment; and
(c) A record of having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the Applicant an equal opportunity to use and enjoy the dwelling, building or structure, or provides accessibility in another manner.
(3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the City Planner, or designee, finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's land use and zoning regulation, they may consider whether an alternative reasonable accommodation exists which would effectively meet

the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In conducting the review, the City Planner, or designee, may make a site visit to the property where the reasonable accommodation is being requested.

(E) Determination. Once review of the request is complete, the City Planner, or designee, will make a determination in writing to:

(1) Approve the reasonable accommodation request in whole or in part, with or without conditions; or
(2) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

The written determination by the City Planner, or designee, shall also include the Applicant's right and method to appeal the determination. If the written determination is not issued within 60 days after receipt of the completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(F) Appeals. Applicant shall have 30 days from the date of the City Planner or designee's, written determination to appeal the determination or any conditions included therein, to the City Planner. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, and an explanation of why the determination or condition is in error. Appeals shall be submitted to the City Planner. The City Planner shall issue a final decision on the appeal within 45 days of submitting the appeal to City Planner.

(G) No Fee. There shall be no fee imposed by the City for the reasonable accommodation request process outlined in this section.

(H) Stay of Enforcement. While a request for reasonable accommodation, or its appeal, is pending, the City will not enforce any applicable land use and zoning ordinances, rules, regulations, policies, and procedures against the Applicant.

(I) Expiration of Approvals. Approval of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.

(J) Revocation of Reasonable Accommodation. Any reasonable accommodation received shall be deemed revoked if the Applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable

accommodation and cessation of operations within sixty (60) days of termination of the license or certification.

(K) Confidential Information. Should the information provided by the Applicant to the City include medical information or records, including records indicating the medical condition, diagnosis, or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s).

(L) General Provisions. The following general provisions are applicable to all reasonable accommodation requests:

(1) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.
(2) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or permitting processes required by the City's Code of Ordinances and Land Development Code and all other state and federal laws.
(3) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Codification. The City Planner shall cause the Code of Ordinances of the City of Flagler Beach to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS ____DAY OF _____ 2025.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026~~5~~.

CITY OF FLAGLER BEACH, FLORIDA

_____

Patti King, Mayor

ATTEST:

_____

Penny Overstreet, City Clerk

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
ORDINANCE 2025-29

in the Circuit Court, was published in said newspaper in the issues of

Dec. 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 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.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Kirsten H. Fyke
Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 330168

The City of Flagler Beach proposes to adopt the following ordinances entitled:
ORDINANCE 2025-29
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO THE LAND DEVELOPMENT REGULATIONS; AMENDING THE CODE OF ORDINANCES TO ADD SECTION 8.06.01 TO APPENDIX "A," "LAND DEVELOPMENT REGULATIONS," ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Public Hearings will be conducted to consider the amendments as follows:

City Commission: Thursday, January 08, 2026 @ 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 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.

7763-330168
Dec. 25, 2025