



City Commission Regular Meeting Agenda

Thursday, May 28, 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. Pinning of Firefighters who have successfully passed probation.
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 Regular Meeting Minutes of May 14, 2028.
7. **General Business**
 - a. Resolution 2026-40. A Resolution buy the City Commission of the City of Flagler Beach, Florida, approving the purchase of a 2026 Ford Ranger from Alan Jay Fleet Sales in an amount not to exceed \$36,343, utilizing Building Department funds; providing for conflict and providing for an effect date.
 - b. Resolution 2026-41. A Resolution by the City Commission of the City of Flagler Beach approving reimbursement to CRE-KL Seminole Woods Owner, LLC for FPL power-pole relocation required to provide electrical service to a City well; providing for conflict and an effective date.
 - c. Resolution 2026-43. A Resolution of the City Commission of the City of Flagler Beach, Florida, amending the Employment Agreement of the City Manager to remove any automatic renewal provision; requiring an annual performance evaluation and annual review of the Employment Agreement by the City Commission; providing for implementation; and providing for an effective date.
8. **Public Hearings**
 - a. Ordinance 2026-09. An Ordinance by the City of Flagler Beach, Florida, amending Article V, Development Design and Improvement Standards of the City of Flagler Beach Land Development Regulations relating to Utility Services, amending Section 5.03.02, Deferment of Charges Due to Broken Waterlines, Etc. to provide for credits or adjustments in utility charges under certain conditions; establishing procedures for determining eligibility, calculating and approving adjustments; creating Section 5.03.43, "Data Logs," to provide for the collection, transmission, and review of water meter data; providing for authorized access for inspection and establishing water meter data collection, transmission, and review procedures; providing for codification, severability, conflicts and for an effective date (Second [Final] Reading).

- b. Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date (First 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.



City Commission Regular Meeting Minutes

Thursday, May 14, 2026, at 5:30 PM

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

Present: Mayor Patti King, Chairman Eric Cooley, Vice-Chair Scott Spradley, Commissioners John Cunningham, R.J. Santore and James Sherman, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, City Planner Lupita McClenning and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Cooley 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. **Proclamations and Awards:** Mayor King presented a proclamation to Eric Whitwam, Jennifer Crews the proclamation celebrates Facilities Maintenance Appreciation Week.
4. **Deletions and changes to the agenda:** None.
5. **Public comments regarding items not on the agenda**

Tony Roy inquired about survey flags in the lot and on the right-of-way behind Pope Plaza. He wanted to know if this was a City project. Greg Hunnington, Senior Executive, Waste Management, spoke of our solid waste disposal site agreement expiring at the end of the year and their interest in extending the agreement. John Lepech partner with Tony Stewart, offered to buy the golf course property. Tony Stewart reviewed GPS data on City vehicles he obtained from a public records request, he commented that staff is driving more than working 37.5 % of the day. Darryl Reynolds asked staff to have the contractors remove utility marking flags after they are no longer needed. Mr. Reynolds brought up a concern about the storm drains and feels many are a trip hazard or need repairs. Mr. Reynolds inquired what is the budget to get golf carts across the bridge. Rich Phelan asked for Mr. Martins' responses to Former Commissioner Belhumeur's concerns. The Officials and staff responded to the comments. Mr. Martin indicated he was not aware of a project behind Pope Plaza but would discuss with Staff and report back.

6. **Consent Agenda**
 - a. Approve the Minutes of the April 23, 2026, Meeting.
 - b. Consider a change to the contract with American Janitorial Inc. for a 3% increase or \$1,493.88 annually or \$124.49 monthly, retroactive to May 01, 2026 (start date of the final one-year renewal option).

Motion by Commissioner Sherman to approve the consent agenda. Commissioner Spradley seconded the motion. The motion carried unanimously.

7. **General Business**

- a. Appointment of Planning and Architectural Review Board Members. City Manager Dale Martin

indicated the desire to amend the terms to expire at the end of the calendar year. City Clerk Penny Overstreet reported six applications were received. Two of the applicants could not attend and provided email indicating a previous engagement. The Officials heard from the applicants who were present; Carlos Aragon, Rick Belhumeur and Lisa Smith each expressing their interest in serving on the Board. The Officials scored the applicants. The Clerk compiled the scores and provided the totals to the Chair. Chair Cooley read the names of the applicants receiving the top three scores (Paul Mykytka, Lisa Smith and Rick Belhumeur). Motion by Commissioner Spradley to appoint the three individuals receiving the affirmative scoring to terms expiring December 31, 2029. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote. .

- b. Resolution 2026-37. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an application to the Florida Inland Navigation District Waterways Assistance Program for improvements to Custer Park; providing for conflict and providing for an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed the request. Former Commissioner Ken Bryan reviewed his actions that led to the City Manager submitting the grant application to FIND. Mr. Bryan reviewed the improvements that are needed at Custer Park, spoke of signage with QR codes that would provide an educational element, and noted a survey is needed. Motion by Commissioner Spradley to approve Resolution 2026-37. Commissioner Cunningham seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
- c. Resolution 2026-36. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Moffat & Nichol to complete survey, design, and permitting activities in support of the City's Beachwalk Project in an amount not to exceed \$178,100; providing for conflict and providing for an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the request, explaining how the funds can be used as long as attached by the Pier, and if approved by the State Sponsor, the monies would cover the cost of the dune rehab, the promenade, rebuilding of the bathrooms, the former bait shop and radio station, and the extension of the raised board walk to S. 8th Street. Mr. Martin reported DEP rules prohibit construction in the nourishment area for 1 year, he reiterated that is no work between 2027 and 2029. Mr. Martin reported discussions are occurring to try to get funding to rebuild that portion of the dune to ACOE standards (between 4th and 6th Street). Motion by Commissioner Spradley to approve Resolution 2026-36. Commissioner Sherman seconded the motion. Chair Cooley opened public comment. Tony Stewart, Mark Imhoff, and Rich Phelan commented. Chair Cooley closed public comments. Discussion ensued among the Officials regarding adding in language about the timing. The motion carried unanimously, after a roll call vote.
- d. Parking Management Request for Qualifications. Mr. Martin reviewed the request. He stated he is looking for direction; does the Commission want him to distribute a Request for Proposals (RFP) for Parking Consultant proposals. Discussion ensued and included residents not paying for parking, reducing the initial term from five (5) years to three (3), and coordinating community engagement town halls, for residents to be informed about registering their vehicles. The City Manager received directions to distribute the RFP. Chairman Cooley opened public comment. Comments were received from Mark Imhoff, Susan Newman, Ken Bryan, Carla Cline, Tony Roy and Rich Phelan. Chairman Cooley closed public comment.
- e. Resolution 2026-39. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the City Manager to serve as the authorizing agent for the City of Flagler Beach for the

Florida Department of Emergency Management Hazard Mitigation Grant #4834-116; providing for conflict and providing for an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed request. Motion by Commissioner Spradley to approve Resolution 2026-39. Commissioner Cunningham seconded the motion. Chairman Cooley opened public comment. Tony Stewart commented. Chairman Cooley closed public comment. Commissioner Cunningham suggested re-establishing the rear swale where the 20-foot easement is in the 2700 block of S. Daytona Avenue. The motion carried unanimously, after a roll call vote..

8. Public Hearings

- a. Ordinance 2026-06. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 2.943 acres of certain real property with Parcel ID 29-12-32-0000-01010-0010 from High Density Residential to Recreation; providing for severability; providing for conflicts; and providing for an effective date (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Lupita McClenning, City Planner, reviewed the request. Commissioner Spradley motioned to approve Ordinance 2026-06. Commissioner Santore seconded the motion. Chairman Cooley opened public comment. Mark Imhoff commented. Chairman Cooley closed public comments. The motion carried unanimously, after a roll call vote.
- b. Ordinance 2026-07. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the City of Flagler Beach Code of Ordinances, Chapter 12, Impact Fees, to rename Chapter 12 as Impact and Mobility Fees, to amend Section 12-1 adopting the Mobility Plan and Mobility Fee Technical Report; to amend Section 12-2 Definitions; to amend Sect 12-3 to incorporate Mobility Fee Funds; to establish Sec 12-10 Mobility Fees; to establish Section 12-11 Mobility Fee Determination; providing for codification, conflicts, severability, and an effective date; and for other purposes (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Attorney Smith noted a typographical error on line 30. Attorney Smith reported if approved, these regulations would go into effect October 1st. Discussion ensued regarding implementing the impact fees after 90 days. Motion by Commissioner Sherman to approve as amended and make the effective date 90 days after approval. Commissioner Spradley seconded the motion. Chairman Cooley opened public comment. No comments were received. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.
- c. Ordinance 2026-08. An Ordinance of the City of Flagler Beach, Florida, relating to littering regulations; amending Chapter 14, Offenses and Miscellaneous Provisions; adopting more stringent littering regulations; restricting the use of plastic and metallized party decorations outside on public properties; providing for penalties and enforcement; providing for appeals and payment of citations; providing for conflicts; providing for severability; and providing and effective date (First Reading). Attorney Smith read the title of the Ordinance into the record. Chairman Cooley opened public comment. Darryl Reynolds spoke of the intent of the ordinance, and who he envisioned would enforce it. Mr. Reynolds reported the Keep America Beautiful group has picked up 2,400 lbs. of trash since they started this branch and have given 2,400 volunteer hours. Mr. Reynolds suggested the City install no littering signs Ken Bryan asked if a photo of someone littering could be used as evidence to issue a citation. Carla Cline spoke of her litter removal efforts over the years, and the distribution of garbage bags to beach goers, adding they are receptive. Mrs. Cline suggested educating the restaurants. Susanne Newman spoke in support of the Ordinance. Chairman Cooley closed public comment. Motion by Commissioner Spradley to approve Ordinance 2026-08. Commissioner Sherman

seconded the motion. The motion carried unanimously, after a roll call vote.

9. Staff Reports

- a. City Attorney: Attorney Smith reported Mr. Mosiao 's lawsuit was served and insurance is handling.

- b. City Manager: Mr. Martin announced the Staff Town Hall meetings scheduled for the third Thursday of each month at the Community Center. Reported the Wickline Playground dedication is scheduled tomorrow at 6:00 pm. Police Department has a pinning ceremony on May 27th at Santa Maria Del Mar Church. Mr. Martin reported FEMA has funded the elevation of four homes in Flagler Beach. Mr. Martin reported this effort was led by Dr. Lee Richards.

City Planner, Lupita McClenning reported a short-term rental layer has been added to Gridex, the Layer demonstrates where licenses have been issued and the zoning that they are permitted in.

10. Commission Comments

- a. Commission comments, including reports from meetings attended.
Commissioner Santore wants Staff to know they can approach the City Manager with any issues.
Commissioner Cunningham: Suggested the City Manager placed on probation until his evaluation.
Motion by Commissioner Cunningham to not automatically renew the City Managers Contract. A second was not received. Discussion ensued and the consensus was for Commissioner Cunningham to submit this as an agenda item. Commissioner Cunningham inquired if a wastewater spill in Palm Drive was reported. Commissioner Cunningham suggested having a closed-circuit television inspection of the sewer main on S. Daytona Avenue. He believes the pipe is busted due to the volume he witnessed while touring the wet wells.

 - b. Public comments regarding items not on the agenda. None.
- 4. Adjournment.** Motion by Commissioner Sherman to adjourn the meeting at 9:00 pm.

Eric D. Cooley, Chairman

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

May 28, 2026

To: City Commission
From: Hollie Harlan, Finance Director
Meeting Date: May 28, 2026
Item Name: Resolution 2026-40. A Resolution buy the City Commission of the City of Flagler Beach, Florida, approving the purchase of a 2026 Ford Ranger from Alan Jay Fleet Sales in an amount not to exceed \$36,343, utilizing Building Department funds; providing for conflict and providing for an effect date.

Background:

This resolution approves the purchase of a 2026 Ford Ranger from Alan Jay Fleet Sales in an amount not to exceed \$36,343.00 utilizing available Building Department funds. The vehicle will replace the Building Department’s former Chevy 2500 truck, which was reallocated to the Roads and Streets Department to better accommodate its larger crew and operational needs. In addition, another Building Department vehicle was reallocated to the Facilities Maintenance Department to assist with its growing operational needs. The new Ford Ranger will be assigned to the Chief Building Official for use in conducting building and fire inspections, as well as site inspections for new construction. The purchase also supports the Building Department’s ongoing effort to transition to smaller, more fuel-efficient vehicles to reduce fuel consumption and operating costs.

Fiscal Impact:

The purchase of the 2026 Ford Ranger in the amount of \$36,343.00 will be funded through available Building Department funds. The vehicle purchase was not included in the adopted FY 2025-2026 Budget. Staff will review the Building Department budget at fiscal year-end to determine whether a budget amendment will be necessary.

Staff Recommendation:

Staff recommends approval of resolution 2026-40.

Attachments:

1. 2026-40

RESOLUTION 2026-40

A RESOLUTION BY CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE PURCHASE OF A 2026 FORD RANGER FROM ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED \$36,343, UTILIZING BUILDING DEPARTMENT FUNDS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Building Department has identified the need for a new vehicle to support departmental operations and field inspections; and,

WHEREAS, funding in the amount of \$36,343.00 is available within Building Department funds for the purchase of a 2026 Ford Ranger; and,

WHEREAS, Building Department Staff has conducted due diligence to seek out a vendor that has been properly vetted and determined that the purchase meets the standards of the Flagler Beach Purchasing Code and applicable Florida Statutes.

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 approves the purchase of a 2026 Ford Ranger from Alan Jay Fleet Sales in an amount not to exceed \$36,343.00, utilizing Building Department funds. The attached Exhibit “A” shall consist of the quote/proposal provided by Alan Jay Fleet Sales.

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 28th day of May 2026.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

Penny Overstreet, City Clerk

ALAN JAY FLEET SALES

Contract Number: 5179 - 2026 CITY OF TALLAHASSEE
Quote ID: 72100
Agency: FLAGLER BEACH, CITY OF (FL)
Date: 5/15/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 FORD RANGER SUPER CREW PICKUP 4WD XL 5' BED, please review carefully and contact us with any errors or changes.

MSRP:	\$39,470.00
Base Price:	\$34,993.00
Factory Options:	\$520.00
Aftermarket Options:	\$830.00
Purchase Total:	\$36,343.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: BEN ROTZ / 512-740-2272 / Ben.Rotz@AlanJay.com

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-314-5352	WWW.ALANJAY.COM	72100-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 512-740-2272	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
5/15/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
5/15/2026

REQUESTING AGENCY	FLAGLER BEACH, CITY OF (FL)		
CONTACT PERSON	GLEN URQUHART	EMAIL	JURQUHART@CITYOFFLAGLERBEACH.COM
PHONE	386-517-2000	MOBILE	FAX

CONTRACT NUMBER 5179 - 2026 CITY OF TALLAHASSEE

MODEL	R4P 100A	MSRP	\$39,470.00
2026 FORD RANGER SUPER CREW PICKUP 4WD XL 5' BED			
CUSTOMER ID		GOVERNMENT PRICE	\$34,993.00

BED LENGTH 5' Bed

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
BH	Ebony, Cloth Front Bucket Seats	\$0.00
99H	Engine: 2.3L EcoBoost	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
100A	OPTIONS Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
64E	Wheels: 17" Silver-Painted Aluminum	\$0.00
86S	Tough Bed Spray-In Bedliner	\$520.00
	3.73 Axle Ratio	\$0.00
	Tires: 255/70R17 All-Terrain BSW	\$0.00

FACTORY OPTIONS \$520.00

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$200.00
ATB-18-LP-BLACK	-BLACK - Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth.	\$630.00

AFTERMARKET OPTIONS \$830.00

TRADE IN TOTAL COST \$36,343.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$36,343.00

Estimated Annual payments for 60 months paid in advance: \$8,356.01
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **BEN ROTZ** GOVERNMENT ACCOUNT MANAGER Ben.Rotz@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box

MSRP:\$37,050.00

Interior:Ebony, Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
R4P	[Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box	\$37,050.00
OPTIONS		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
64E	Wheels: 17" Silver-Painted Aluminum	\$0.00
86S	Tough Bed Spray-In Bedliner	\$525.00
99H	Engine: 2.3L EcoBoost	\$0.00

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Data Version: 28485. Data Updated: May 15, 2026 1:57:00 AM UTC.



Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

BH	Ebony, Cloth Front Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
—	3.73 Axle Ratio	\$0.00
—	Tires: 255/70R17 All-Terrain BSW	\$0.00

SUBTOTAL	\$37,575.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$39,470.00


FUEL ECONOMY

Est City:20 (2025) MPG
Est Highway:24 (2025) MPG
Est Highway Cruising Range:432.00 mi

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box ( Complete)

Standard Equipment

Package

STX Appearance Package

Mechanical

Engine: 2.3L EcoBoost -inc: auto start-stop technology (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul and slippery (STD)

3.73 Axle Ratio (STD)

Transmission w/Driver Selectable Mode and SelectShift Sequential Shift Control

Electronic Transfer Case

Part-Time Four-Wheel Drive

Battery w/Run Down Protection

Towing Equipment -inc: Trailer Sway Control

1763# Maximum Payload

GVWR: 6,270 lbs

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

18 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Short And Long Arm Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver-Painted Aluminum (STD)

Tires: 255/70R17 All-Terrain BSW (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Exterior

- Black Rear Step Bumper
- Body-Colored Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
- Gray Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Black Grille
- STX Fender Badge
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Autolamp Auto On/Off Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams
- Halogen Fog Lamps
- LED Reflector Headlamps

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and SYNC 4 External Memory Control
- Radio: AM/FM Stereo -inc: 6 speakers and A and C USB ports
- 6 Speakers
- Streaming Audio
- Integrated Roof Antenna
- SYNC 4A -inc: 10" center display, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility
- Wireless Phone Connectivity
- 2 LCD Monitors In The Front

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Interior

Driver Seat

Passenger Seat

Full Folding Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Voice Activated Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Cloth Front Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift

Day-Night Rearview Mirror

Full Floor Console w/Covered Storage, Full Overhead Console w/Storage and 1 12V DC Power Outlet

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Cab Mounted Cargo Lights

Smart Device Remote Engine Start


Tracker System

Smart Device Integration

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box ( Complete)

Interior

- Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Redundant Digital Speedometer
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest and Rear Center Armrest
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams


Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos Capability
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box ( Complete)

Safety-Interior

Airbag Occupancy Sensor

Restricted Driving Mode/Alerts

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Reverse Camera Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3130 lbs
Rear Gross Axle Weight Rating:	3570 lbs
Gross Vehicle Weight Rating:	6270.00 lbs

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44T
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.00	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.88
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	24 (2025) MPG	Cruising Range - City	360.00 mi
EPA Fuel Economy Est - City	20 (2025) MPG	Fuel Economy Est-Combined	22 (2025) MPG
Cruising Range - Hwy	432.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	99H	Engine Type	Intercooled Turbo Regular Unleaded I-4
Displacement	2.3 L/140	Fuel System	Gasoline Direct Injection
SAE Net Horsepower @ RPM	270 @ 5500	SAE Net Torque @ RPM	310 @ 3000
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	N/A

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Traction Battery

Usable/net Traction Battery Capacity (kWh) N/A Gross Traction Battery Capacity (kWh) N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year 8.0 (2025) EPA Greenhouse Gas Score 5.0 (Est)

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4462 lbs	Gross Axle Wt Rating - Front	3130 lbs
Gross Axle Wt Rating - Rear	3570 lbs	Curb Weight - Front	2547 lbs
Curb Weight - Rear	1916 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	583.00 lbs
Reserve Axle Capacity - Rear	1654.00 lbs	As Spec'd Curb Weight	4463.00 lbs
As Spec'd Payload	1807.00 lbs	Maximum Payload Capacity	1807.00 lbs
Gross Combined Wt Rating	N/A	Gross Axle Weight Rating	6700.00 lbs
Curb Weight	4463.00 lbs	Reserve Axle Capacity	2237.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6270.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	3500 lbs	Dead Weight Hitch - Max Tongue Wt.	350 lbs
Wt Distributing Hitch - Max Trailer Wt.	3500 lbs	Wt Distributing Hitch - Max Tongue Wt.	350 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	3500 lbs		

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Chassis

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P255/70SR17
Rear Tire Size	P255/70SR17	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	42.5 ft	Turning Diameter - Wall to Wall	N/A

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box (Complete)

Chassis

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.2 in
Rear Brake Rotor Diam x Thickness	12.1 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	18 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	41 in
Front Leg Room	43.2 in	Front Shoulder Room	57.1 in
Front Hip Room	55.9 in	Second Head Room	38.3 in
Second Leg Room	34.6 in	Second Shoulder Room	56.7 in
Second Hip Room	54.1 in		


Exterior Dimensions

Wheelbase	128.7 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	210.6 in
Width, Max w/o mirrors	75.5 in	Height, Overall	74.4 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	34.7 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	9.3 in	Ground Clearance, Rear	9.3 in
Body Length	0.00 ft	Cab to Body	N/A

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Vehicle: [Fleet] 2026 Ford Ranger (R4P) XL 4WD SuperCrew 5' Box ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Length @ Floor	59.6 in	Cargo Box Width @ Top, Rear	62.4 in
Cargo Box Width @ Floor	62.4 in	Cargo Box Width @ Wheelhousings	48.2 in
Cargo Box (Area) Height	20.8 in	Tailgate Width	55.6 in
Cargo Volume	48.5 ft ³	Ext'd Cab Cargo Volume	N/A

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Staff Report

City Commission Regular Meeting

May 28, 2026

To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: May 28, 2026
Item Name: Resolution 2026-41. A Resolution by the City Commission of the City of Flagler Beach approving reimbursement to CRE-KL Seminole Woods Owner, LLC for FPL power-pole relocation required to provide electrical service to a City well; providing for conflict and an effective date.

Background:

The City of Flagler Beach and JTL Grand Landings Holdings, LLC executed the Well Site Relocation Agreement on June 2, 2022. Under Section 4 of the Agreement, the City is responsible for the cost of all materials and electrical improvements required to support the relocation of City water infrastructure. This includes electrical improvements and demolitions necessary to energize new or revised well sites.

To provide electrical service to a City well located within the Enclave at Seminole Palms, Florida Power & Light (FPL) required relocation and scrapping of an existing power pole. CRE-KL Seminole Woods Owner, LLC (successor to the Developer for this area) paid FPL directly and submitted Invoice #1 (January 30, 2025) in the amount of \$118,019.00 for "Power Pole Relocation/Scrapping."

This work was required to energize the City's well and is therefore a reimbursable City Cost under the Agreement.

Staff has reviewed the documentation and confirmed that the work directly supports City water infrastructure and is contractually reimbursable.

1. What This Action Accomplishes

This action fulfills the City's contractual obligation under the **Well Site Relocation Agreement** by reimbursing the Developer (CRE-KL Seminole Woods Owner, LLC) for the cost of relocating an FPL power pole that was required to energize a City well. Without this relocation, the well cannot receive electrical service and therefore cannot operate.

2. Why We Are Doing This (Regulatory, Contractual, and Operational Justification)

A. Contractual Requirement

The Well Site Relocation Agreement (June 2, 2022) explicitly states that the City must pay for:

- “any and all materials required to complete the City Improvements,” including
- “electrical improvements and all electrical demolitions necessary for the relocation of the City’s Water Main,” and that the City must reimburse the Developer for these costs “as authenticated by receipts.”

The FPL relocation is an electrical improvement required to energize a City well. Therefore, the City is legally obligated to reimburse the cost.

B. Operational Necessity

The relocated power pole provides electrical service to a City well that supplies raw water to the City’s potable water system. Without electrical service:

- the well cannot pump water,
- the City loses production capacity,
- redundancy and resiliency are reduced,
- and regulatory compliance risks increase.

C. Developer Paid the Cost Upfront

FPL requires payment before performing relocation work. The Developer paid the FPL invoice and submitted the required documentation to the City. The City must now reimburse the Developer per the Agreement.

3. Deliverables (What the City Receives / What This Payment Covers)

A. Completed FPL Power Pole Relocation

The relocation and scrapping of an existing FPL power pole to allow electrical service to reach the City well. This includes:

- removal of the old pole,
- installation of the new pole,
- reconnection of electrical infrastructure,
- service alignment to the City’s well site.

B. Energized Electrical Service to the City Well

The well now has the electrical capacity required for:

- pump operation,
- telemetry and controls,
- SCADA integration,
- safety and monitoring systems.

C. Compliance with the Well Site Relocation Agreement

This payment satisfies the City's obligation under Section 4 ("City's Costs"). It prevents:

- breach of contract,
- potential legal exposure,
- delays in well activation.

4. Measured Outcomes (How We Know This Was Successful)

Outcome 1 — Well is Fully Energized

Electrical service is active and stable at the well site.

Outcome 2 — Water Production Capacity is Maintained

The well can now operate as part of the City's raw water supply system.

Outcome 3 — Contractual Compliance Achieved

The City meets its obligations under the Agreement, avoiding disputes or penalties.

Outcome 4 — Infrastructure Resiliency Improved

The relocated well and associated electrical service support long-term system reliability.

Fiscal Impact:

Reimbursement Amount: \$118,019.00

Funding Source: Water Department – Utility Fund - Professional Services Budget

Staff Recommendation:

Staff recommends approval of Resolution 2026-41, authorizing reimbursement to CRE-KL Seminole Woods Owner, LLC in the amount of \$118,019.00 for the FPL power-pole relocation

required to provide electrical service to a City well.

Attachments:

1. 2026-41
2. Invoice to Flagler Beach - Enclave - FPL Reimbursement for Power Pole Relocation
3. Enclave Power Pole Relocation - Payment to FPL (CRE-KL Seminole Woods)_4
4. Well Site Relocation Agreement fully executed 6.7.22

RESOLUTION 2026-41

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING REIMBURSEMENT TO CRE-KL SEMINOLE WOODS OWNER, LLC FOR POWER POLE RELOCATION COSTS NECESSARY TO SERVICE A CITY WELL, PURSUANT TO THE WELL SITE RELOCATION AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach and JTL Grand Landings Holdings, LLC entered into the Well Site Relocation Agreement dated June 2, 2022, which requires the City to bear the cost of materials and electrical improvements necessary for the relocation of City water infrastructure, including electrical service to new well sites; and,

WHEREAS, Exhibit I of the Agreement identifies electrical improvements and demolitions as part of the City's required responsibilities, for which the City must reimburse the Developer or its successors upon receipt of authenticated invoices; and,

WHEREAS, CRE-KL Seminole Woods Owner, LLC, as successor in interest to the Developer for the Enclave at Seminole Palms area, has submitted Invoice #1 dated January 30, 2025 in the amount of \$118,091.00 for the relocation and scrapping of an FPL power pole required to provide electrical service to a City well, with the invoice showing a corresponding charge of \$118,091.00; and,

WHEREAS, the relocation of this power pole constitutes a required electrical improvement under the Well Site Relocation Agreement and is therefore a reimbursable City Cost; and,

WHEREAS, City staff recommends approval of the reimbursement consistent with the City's contractual obligations.;

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 approves payment to CRE-KL Seminole Woods Owner, LLC in the amount of \$118,091.00 for the FPL power pole relocation necessary to provide electrical service to a City well, as required under the Well Site Relocation Agreement.

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 28th day of May, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

PAYMENT COUPON

/4115006400263000255433180048313440011809100

CRE-KL SEMINOLEWOODS OWNER LLC
 105 NE 1ST ST
 DELRAY BEACH FL 33444

Cust. No.: 3000255433 Bill No.: 1800483134	
Payment Due Upon Receipt	Amount Due This Bill \$ 118,091.00
Reference# 1J.D00013502011	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
 General Mail Facility
 Miami FL 33188-0001

 Please retain this portion for your records.

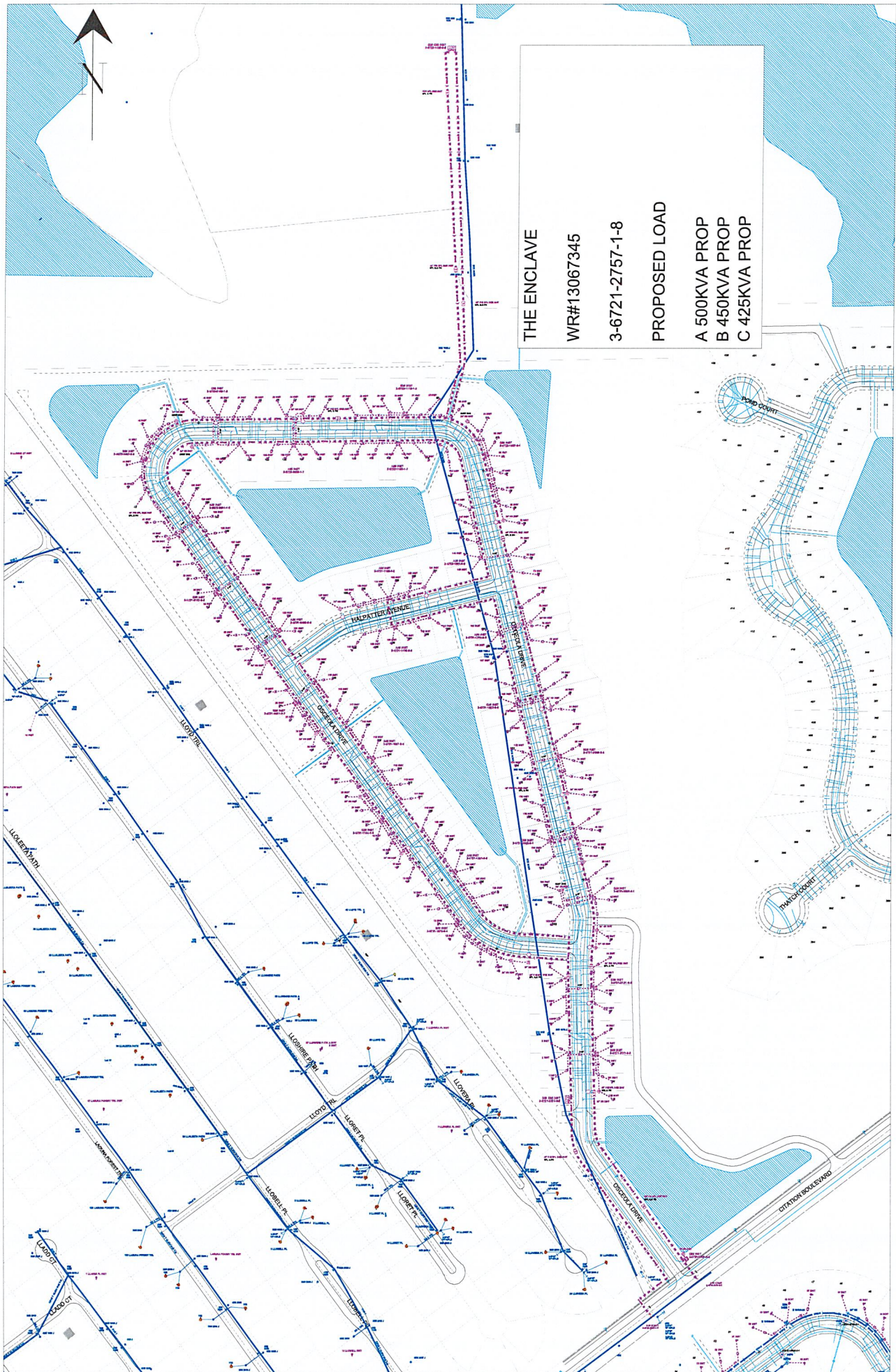
Florida Power & Light Company
 Federal Tax Id.#: 59-0247775
 Customer Name and Address

CRE-KL SEMINOLEWOODS OWNER LLC
 105 NE 1ST ST
 DELRAY BEACH FL 33444

Customer Number: 3000255433
Reference Number: 1J.D00013502011
Bill Number: 1800483134
Bill Date: 10/25/2024

CURRENT CHARGES AND CREDITS
 Customer No: 3000255433 Bill No: 1800483134

Description	Amount
RMV/RELOC//O CITATION BLVD Reference# 1J.D00013502011	118,091.00
For Inquiries Contact: Jason Ratay 386 5866419	Total Amount Due \$118,091.00 Payment Due Upon Receipt



WELL SITE RELOCATION AGREEMENT

THIS WELL SITE RELOCATION AGREEMENT (the “Agreement”) is entered into this 2nd day of June, 2022 (the “Effective Date”), by and between **THE CITY OF FLAGLER BEACH, a municipal corporation** (the “City”), whose address for notice purposes is 105 South 2nd Street, Flagler Beach, Florida 32136 and **JTL Grand Landings Holdings, LLC, a Texas limited liability company** (“the “Developer”), whose address for notice purposes is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248

RECITALS:

- 1) The Developer is the owner of certain real property located in Flagler County, Florida more particularly described on **Exhibit A** attached hereto and incorporated herein (the “Property”).
- 2) The City is the (i) the owner of certain Well Sites and (ii) the grantee of various easements for the location of Water Mains over the Property graphically depicted on **Exhibit B** attached hereto and incorporated herein (the “Base Map”).
- 3) In accordance with the Base Map, the Developer and City, in good faith, desire to: (i) Convey the Abandoned Well sites to the Developer, (ii) Convey the New Well Sites to the City, and (iii) Relocate the Water Mains.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1) Recitals. The above stated recitals are true and correct and hereby incorporated by reference.

2) Developer to City:

a) Upon execution of this Agreement, the Developer shall convey to the City by Special Warranty Deed (**Exhibit "C"**) the new well sites (the "New Proposed Well Sites") and the "Revised Well Sites" for existing Well Site #10 and Well Site #11 as depicted on the Base Map. In addition, the Developer shall execute the non-exclusive easement over the Property for the relocation of the City's Water Mains (the "New Water Main Easement") and for the construction of City's Water Laterals (the "New Water Lateral Easement") attached hereto as Exhibit "D" and as depicted on the Base Map.

b) Prior to development of Future Phases (North and South), the Developer shall execute non-exclusive easements over the Property for the relocation of the City's Water Mains (the "Future Water Main Easement"), attached hereto as Exhibit "E1", and for the construction of City's Water Lateral (the "Future Water Lateral Easement"), attached hereto as Exhibit "E2", as depicted on the Base Map. These Future Phases may be developed separately or at the same time, at the sole discretion of the Developer.

3) City to Developer:

a) The City represents and warrants that the City has properly plugged and abandoned the existing wells located within the Abandoned Well Sites as depicted on **Exhibit B**, in accordance with all state and local government requirements. Subsequent to

executing the deeds and termination of easements as provided in the following section, the City shall immediately demolish and remove any and all City improvements (including but not limited to pipe, fittings, valves, concrete pads, electrical and control panels) within the Abandoned Well Sites (the "City Project") which shall be completed before July 20, 2022(the "Completion Date"). If City fails to complete the City Project before the Completion Date, the Developer, at its sole discretion and with the City's cooperation, may complete the City Project and any costs incurred by the Developer shall be reimbursed by the City within thirty (30) notice.

b) Upon execution of this Agreement, the City shall convey to the Developer by Special Warranty Deed (**Exhibit "F"**) those properties identified on the Base Map as Abandoned Well Sites. In addition, the City shall execute a termination of easement (**Exhibit "G"**) terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Abandoned Water Main.

c) Within 60 days of notice by the Developer of the proposed execution of an easement per paragraph 2.b. above, the City shall execute a termination of easement (**Exhibit "H"**) terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Future Abandoned Water Mains.

4) The Developer Project: The Developer shall, at its sole cost and expense, be responsible for the installation of, but not the materials for, the "City Improvements", as depicted in the attached **Exhibit "I"**, in the New and Future Water Main Easements. The City shall be responsible for reimbursing the Developer for any and all materials necessary to complete the City Improvements. The Developer shall purchase the materials necessary to complete the City Improvements as directed by and with prior written consent from the City. The City shall be

responsible for the cost and expense of any and all materials required to complete the City Improvements, including, but not limited to, pipes, fittings, concrete structures, and electrical improvements and all electrical demolitions that are necessary for the relocation of the City's Water Main (the "City's Costs"). The City shall pay the Developer the City's Costs actually incurred by the Developer on a monthly basis as authenticated by receipts. After substantial completion of the City Improvements, the Developer shall remove, at its sole cost and expense, any and all improvements including but not limited to existing pipes, located in the Abandoned Water Mains as depicted on the Base Map. The City shall bear total responsibility for all construction/improvements within the New Water Lateral Easements and New Proposed Well Sites.

5) Miscellaneous Provisions:

a) Interpretation. This Agreement will be interpreted, construed, applied, and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement. All captions and headings are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. If any date for performance under this Agreement shall fall on a weekend or national holiday, the date for performance shall be the next business day.

b) Effect of this Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter, and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this Agreement and superseded by its delivery. No

provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by both the City and the Developer. The parties shall be entitled to all remedies at law or in equity for breach of this Agreement, including the remedy of specific performance.

c) Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. Singular and plural shall each include the other where appropriate, words of any gender shall include other genders when the context so permits.

d) Governing Law and Venue. The laws of the State of Florida shall govern this Easement Agreement.

e) Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable; and this Agreement as so modified shall continue to be in full force and effect.

f) Attorneys' Fees. In the event that either the Developer or the City are required to enforce this Agreement by litigation, then the prevailing party in such litigation shall be entitled to collect its costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party, whether in pre-litigation preparation, trial, appeal, and in any bankruptcy or collection proceedings.

g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

h) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors-in-interest and shall be binding upon the Property and run with the land and the title to the same. The Developer may assign its rights and obligations in this Agreement to a Community Development District as defined in Section 190.003, Florida Statutes.

Signatures Omitted to Next Page

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

The "Developer"

JTL GRAND LANDINGS HOLDINGS, LLC, a Texas limited liability company

By: [Signature]

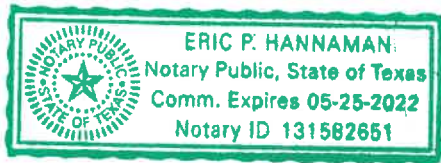
Print: DAVID M. WEST

Its: Manager

Dated 5.18.22

Texas
STATE OF ~~FLORIDA~~
COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of XX physical presence or online notarization this 18th day of May, 2022 by David M. West, Manager of JTL GRAND LANDINGS HOLDINGS, LLC, a Delaware limited liability company, on behalf of the LLC.



[Signature]
Print Name: ERIC HANNAMAN

NOTARY PUBLIC

State of Texas at Large

Commission # 131582651

My Commission Expires 5/25/22

Personally Known / or Produced ID

Type of Identification: Drivers License

**THE CITY OF FLAGLER BEACH, a Florida
municipal corporation,**

By *Suzie Johnston*
Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
Penny Overstreet
City Clerk

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2022 by Suzie Johnston, Mayor of the City of Flagler Beach, who is personally known to me or has produced a driver's license as identification.

Penny Overstreet

Print Name: Penny Overstreet
NOTARY PUBLIC
State of Florida at Large
Commission # HH 145304
My Commission Expires 7-29-2025
Personally Known X / or Produced



ID _____

Type of Identification: _____

The Property

Exhibit A

EXHIBIT "A"

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21" W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°30'37" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02" W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58" E ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44" E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'00" W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

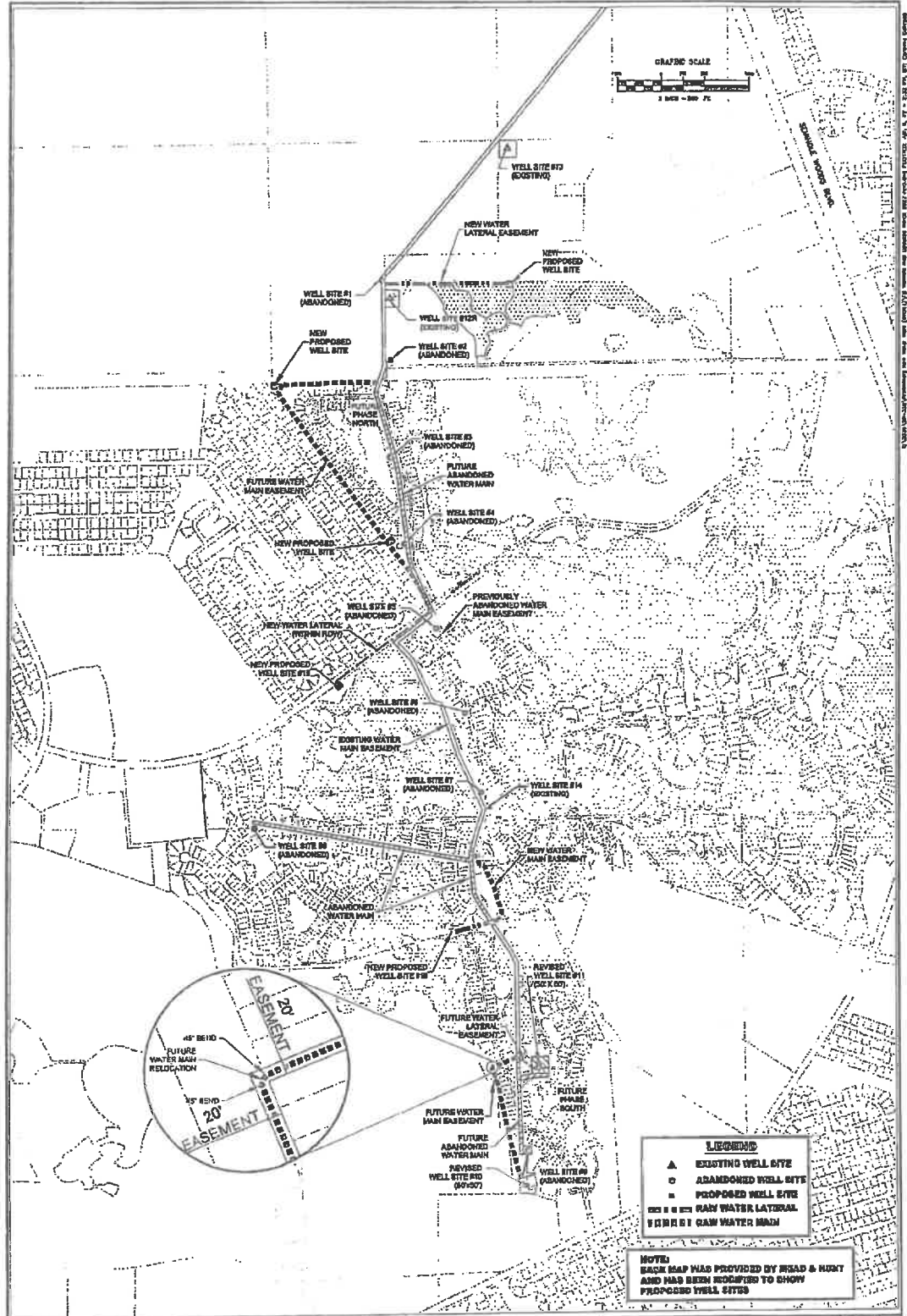
AND

Part of Sections 19, 20, 29 and 30, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Reserved Parcel A1, Laguna Forest, Section 64, Seminole Woods, as recorded in Map Book 18, Pages 36 through 43, Public Records of Flagler County, Florida, said point also being the intersection of the North Right of Way line of Citation Boulevard and the East Right of Way line of Laguna Forest Trail, thence S36°30'03"E along the southerly extension of the said East right of way line and the West line of said Reserved Parcel A1 a distance of 80.00 feet to a point of the South right of way line of Citation Boulevard aforesaid; thence S53°29'57"W along said South right of way a distance of 28.73 feet to the Northwest corner of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida, and the Point of Beginning; thence S53°29'57"W continuing along said right of way a distance of 1076.65 feet to the point of curvature of a curve concave Northwesterly, having a radius of 2860.00 feet, a central angle of 22°18'53", being subtended by a chord bearing of S64°43'14"W and a chord distance of 1106.84 feet; thence westerly along said curve to the right for an arc length of 1113.87 feet to the Northeast corner of those lands described in Official Records Book 641, Page 1051, Public Records of Flagler County, Florida; thence departing said right of way and along the East line of said lands S05°08'56"E a distance of 899.94 feet to the southeast corner of said lands; thence S84°57'19"W along the south line of said lands a distance of 479.57 feet to the Northeast corner of Lot 4, Citation Commerce Park, as recorded in Map Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; thence departing said lands and along the East line of said Lot 4, S05°01'11"E a distance of 591.67 feet to the southeast corner thereof; thence along the South line of said Lot 4, N70°54'41"W a distance of 103.85 feet to a point of the East line of those lands described in Official Records Book 1371, Page 1876, Public Records of Flagler County, Florida; thence along said East line the following 4 bearings and distances, S06°38'21"E, a distance of 66.40 feet; S50°22'26"E a distance of 390.44 feet; S34°41'23"E a distance of 200.98 feet; S14°20'57"E a distance of 498.13 feet; thence

N86°36'10"E continuing along said lands and along a northerly line of those lands described in Official Records Book 1887, Page 1476, Public Records of Flagler County, Florida, a distance of 1535.86 feet; thence N75°00'26"E continuing along said Northerly line a distance of 1393.40 feet to a point on a Westerly line of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida; thence Easterly along the prolongation of the previously described Northerly line, N75°00'26"E a distance of 1015.01 feet to a point on the Westerly line of those lands described in Official Records Book 2370, Page 523, aforesaid; thence along the said Westerly lines the following calls and distances, N19°01'56"W a distance of 278.67 feet; thence N42°18'09"W a distance of 401.72 feet; thence N30°24'29"W a distance of 50.00 feet to a point on a non tangent curve concave Northwesterly, having a radius of 375.00 feet, a central angle of 24°29'34", being subtended by a chord bearing of S71°50'18"W and a chord distance of 159.09 feet; thence Westerly along said curve to the right for an arc length of 160.30 feet; thence N36°13'54"W a distance of 403.20 feet; thence N14°49'44"E a distance of 234.68 feet; thence N38°16'50"W a distance of 2229.65 feet to the Point of Beginning.

Excepting therefrom those lands described in Official Records Book 253, Page 25, Public Records of Flagler County, Florida.



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The Base Man

Exhibit B

00157090.1X0C12

EXHIBIT B - BASE MAP

PART 1 OF 2

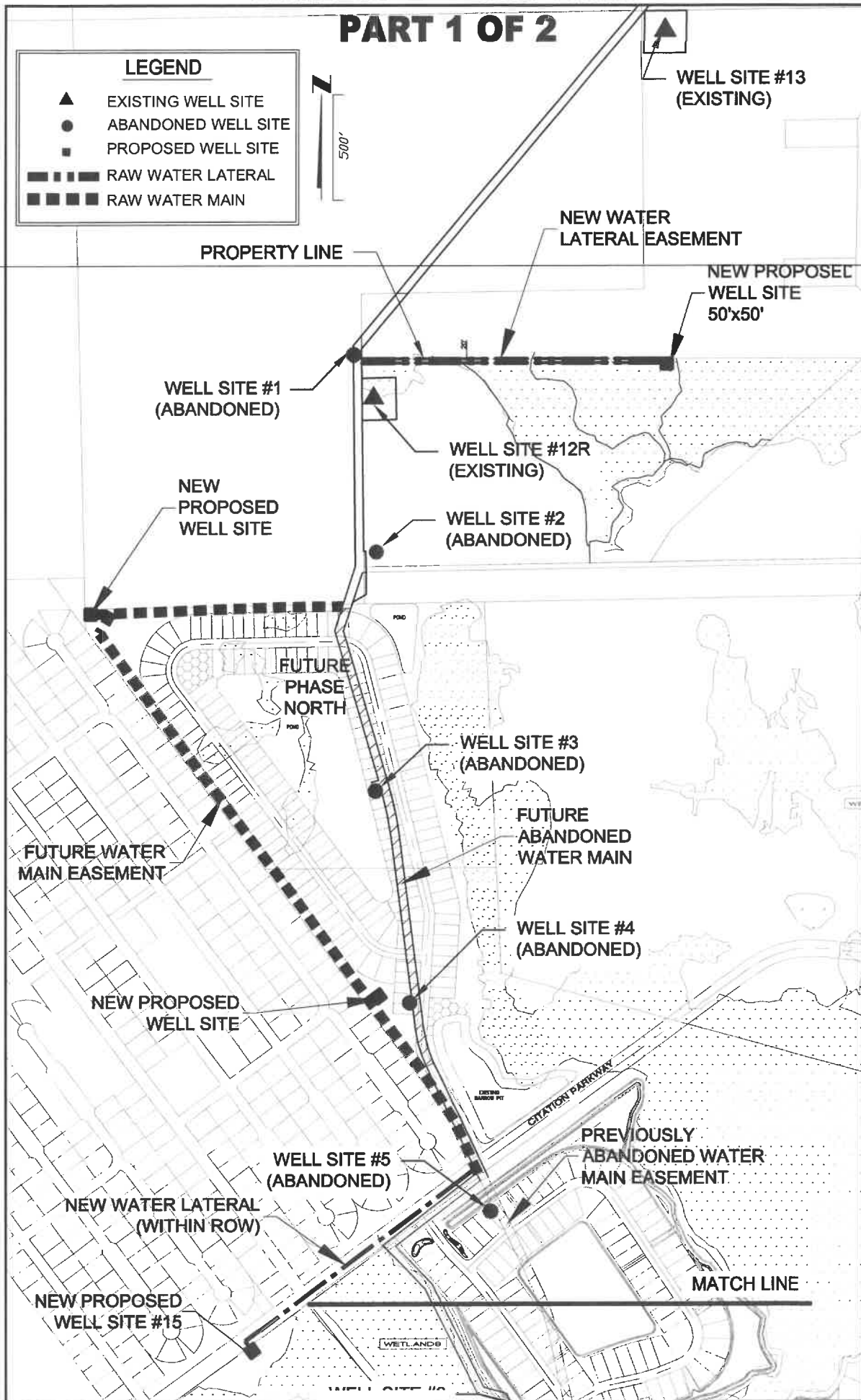
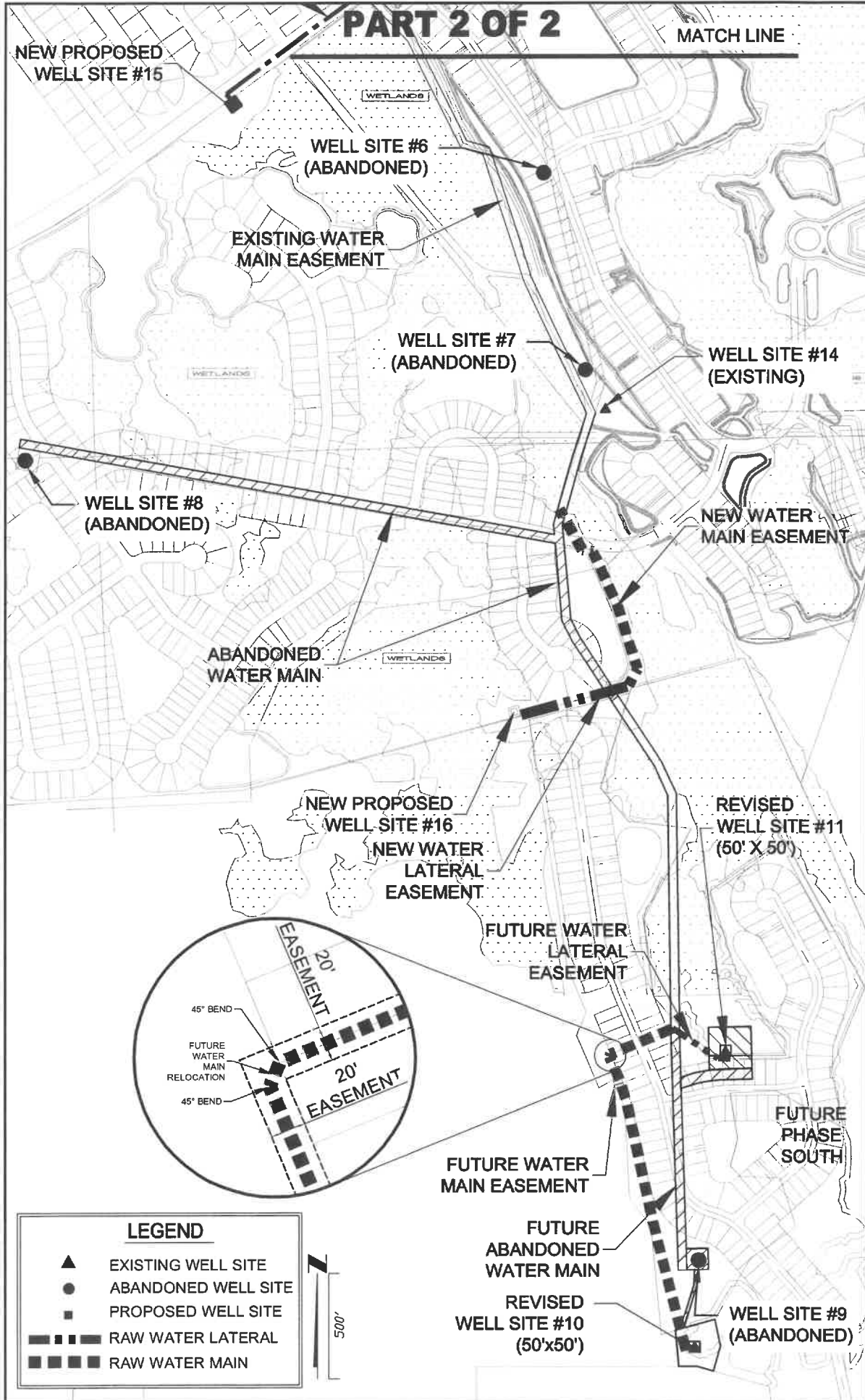


EXHIBIT B - BASE MAP

PART 2 OF 2



Developer to City
Special Warranty Deed
Exhibit C

PREPARED BY AND RETURN TO:
Michael D. Chiumento III, Esquire
Chiumento Law PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Property Appraisers Parcel
Identification Numbers
201231-0650-000A0-0012;
201231-0650-000A0-0020;
291231-0000-01010-0025;

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 2nd day of June, 2022, **JTL GRAND LANDINGS HOLDINGS LLC, a Texas limited liability company**, whose mailing address is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248, hereinafter called the Grantor, to **CITY OF FLAGLER BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida**, whose mailing address is P.O. Box 70, Flagler Beach, Florida 32136, hereinafter called the Grantee:
(Whenever 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 GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Flagler County, Florida, to-wit:

See attached **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

TOGETHER with all rights, privileges, easements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property.

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property, and hereby warrants the title to said and will and defend the Property against the lawful claims of all persons claiming by, through or under said Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has signed sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

JTL GRAND LANDINGS HOLDINGS LLC,
A Texas limited liability company

Sarah Gordon
Witness Name: Sarah Gordon

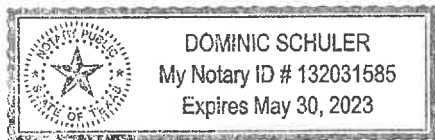
By: *[Signature]*
DAVID M. WEST, MANAGER

James Corey Simpson
Witness Name: JAMES COREY SIMPSON

STATE OF TEXAS]
]
COUNTY OF DALLAS]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of June 2022 by DAVID M. WEST, Manager of JTL GRAND LANDINGS HOLDINGS LLC, a Texas limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(SEAL)



[Signature]

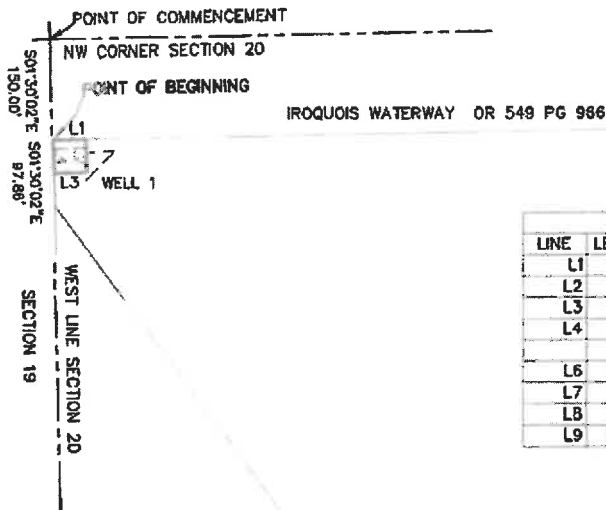
Notary Public
Print/type name of notary: Dominic Schuler

My commission expires: 5-30-2022

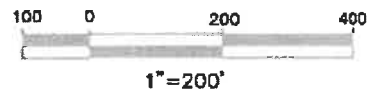
EXHIBIT "A"

SEE ATTACHED WELL-SITES

MAP SHOWING SKETCH AND DESCRIPTION



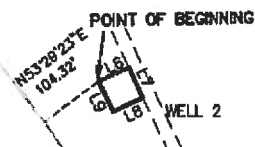
LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	N89°01'36\"E
L2	50.00'	S01°30'02\"E
L3	50.00'	S89°01'36\"W
L4	50.00'	N01°30'02\"W
L6	50.00'	N65°00'02\"E
L7	50.00'	S24°59'58\"E
L8	50.00'	S65°00'02\"W
L9	0.00'	N24°59'58\"W



LAGUNA FOREST - SECTION 64
MAP BOOK 18, PAGE 38

PART OF SECTION 20
TOWNSHIP 12 SOUTH, RANGE 31 EAST

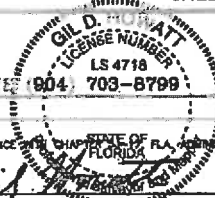
LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800
21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE CHARTER OF THE STATE OF FLORIDA, ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-2-22, REVISED 2-14-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON S01°14'36\"E ALONG THE WEST LINE OF SECTION 20 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____
COMPUTER FILE NAME: GL UNIT 5, WELL EASEMENT

LEGAL: SEE ABOVE
SCALE: 1\"/>

WORK ORDER NO.: _____
FILE NO.: WELL EASEMENT 7

WELL SITES 1 AND 2

**MAP SHOWING SKETCH
AND DESCRIPTION**

WELL 1
PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S01°30'02"E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE N89°01'36"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 50.00 FEET; THENCE S01°30'02"E DEPARTING SAID SOUTHERLY LINE A DISTANCE OF 50.00 FEET; THENCE S89°01'36"W A DISTANCE OF 50.00 FEET; THENCE N01°30'02"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

WELL 2
PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S01°30'02"E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SECTION LINE S01°30'02"E A DISTANCE OF 97.86 FEET TO A POINT ON THE EASTERLY LINE OF LAGUNA FOREST SECTION 84 AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION LINE S36°30'37"E ALONG SAID LAGUNA FOREST A DISTANCE 1808.38'; THENCE DEPARTING SAID LAGUNA FOREST N53°29'23"E A DISTANCE OF 104.32 FEET TO THE POINT OF BEGINNING; THENCE N65°00'02"E A DISTANCE OF 50.00 FEET; THENCE S24°59'58"E A DISTANCE OF 50.00 FEET; THENCE S65°00'02"W A DISTANCE OF 50.00 FEET; THENCE N24°59'58"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

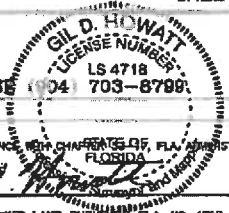
LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (386) 703-8780



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

SURVEY.

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 49, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES)

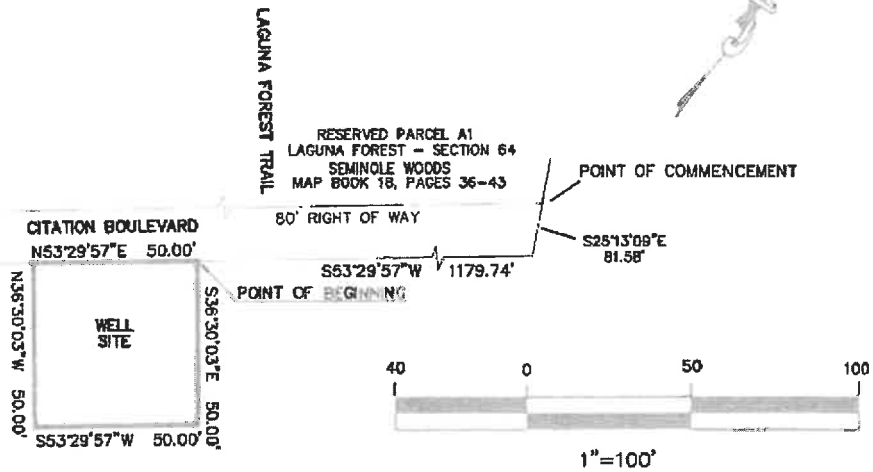
SURVEYED 2-2-22 REVISED 2-14-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON S01°14'36"E ALONG THE WEST LINE OF SECTION 20 PER GPS

FIELD BOOK NO: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO. _____
COMPUTER FILE NAME: GL UNIT 5, WELL EASEMENT SCALE: 1"=200' FILE NO.: WELL EASEMENT 7

**MAP SHOWING SKETCH
AND DESCRIPTION**



PART OF SECTION 20
TOWNSHIP 12 SOUTH
RANGE 31 EAST

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHEAST CORNER OF RESERVED PARCEL A1, LAGUNA FOREST SECTION 64, SEMINOLE WOODS, AS RECORDED IN MAP BOOK 18, PAGES 36 THROUGH 43, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S25°13'09\"/>

NOTES

1. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. NOT VALID UNLESS SIGNED AND SEALED
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT

THIS IS NOT A BOUNDARY SURVEY

REVISED WELL LOCATION 2-1-22

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION SURVEY,

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 5J-17, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-9-19

DIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N53°29'57\"/>

FIELD BOOK NO.: _____ PAGE(S)

LEGAL: SEE ABOVE

WORK ORDER NO.:

COMPUTER FILE NAME: GL UNIT 5 WELL EASEMENT

SCALE: 1\"/>

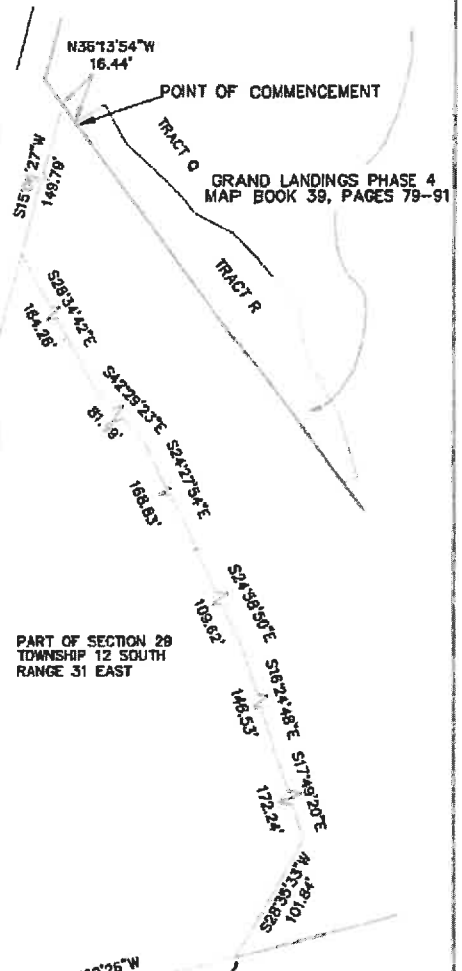
FILE NO.: WELL EASEMENT 1

WELL SITE 15

MAP SHOWING SKETCH AND DESCRIPTION

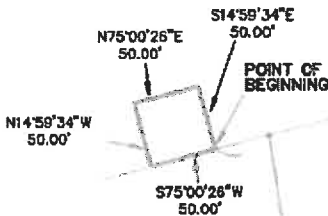


EXISTING EASEMENT TO
PALM COAST UTILITY CORP.
OR 600, PG 679



PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT R, GRAND LANDINGS PHASE 4, AS RECORDED IN MAP BOOK 39, PAGES 79 THROUGH 81, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA, THENCE N36°13'54"W ALONG THE WEST LINE OF TRACT Q, SAID GRAND LANDINGS, A DISTANCE OF 16.44 FEET TO A POINT ON THE EASTERLY LINE OF AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 600, PAGE 679, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE AND ALONG SAID EASTERLY LINE S15°06'27"W A DISTANCE OF 149.79 FEET; THENCE DEPARTING SAID EASTERLY LINE S28°34'42"E A DISTANCE OF 164.26 FEET; THENCE S42°29'23"E A DISTANCE OF 81.99 FEET; THENCE S24°27'54"E A DISTANCE OF 168.83 FEET; THENCE S24°58'50"E A DISTANCE OF 109.62 FEET; THENCE S16°24'48"E A DISTANCE OF 148.53 FEET; THENCE S17°49'20"E A DISTANCE OF 172.24 FEET; THENCE S28°35'33"W A DISTANCE OF 101.84 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S75°00'26"W ALONG SAID NORTHERLY LINE AND ALONG THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 532.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S75°00'26"W ALONG SAID LANDS A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID LANDS N14°59'34"W A DISTANCE OF 50.00 FEET; THENCE N75°00'26"E A DISTANCE OF 50.00 FEET; THENCE S14°59'34"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.



OWNER: JTL GRAND LANDINGS
DEVELOPMENT
OR 2370 PG 523

OWNER: SEMINOLE WOODS BLVD LLC
OR 1887 PG 1476

NOTES

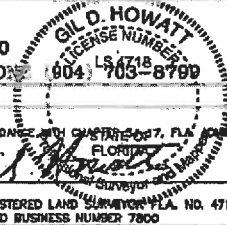
1. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. NOT VALID UNLESS SIGNED AND SEALED
3. BEARINGS ARE BASED ON THE WEST LINE OF TRACT Q, GRAND LANDINGS PHASE 4, BEING N36°13'54"W

LEGEND
OR = OFFICIAL RECORDS
PG = PAGE

THIS IS NOT A BOUNDARY SURVEY

REVISED 4-14-22

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800
21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 407, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-1-22

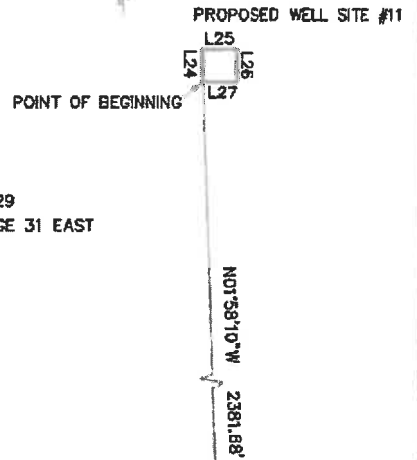
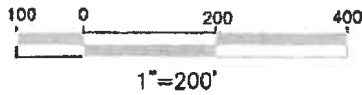
GIL D. HOWATT, REGISTERED LAND SURVEYOR, FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N36°13'54"W ALONG WEST LINE OF TRACT Q

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
COMPUTER FILE NAME: GL UNIT 5/WELL EASEMENT SCALE: 1"=100' FILE NO.: WELL EASEMENT 3

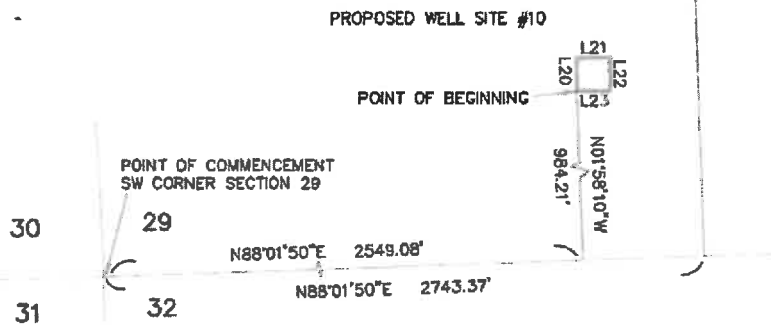
WELL SITE 16

**MAP SHOWING SKETCH
AND DESCRIPTION**



PART OF SECTION 29
TOWNSHIP 12 SOUTH, RANGE 31 EAST

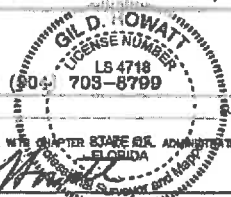
LINE TABLE		
LINE	LENGTH	BEARING
L20	50.00'	N00°26'30"W
L21	50.00'	N89°33'30"E
L22	50.00'	S00°26'30"E
L23	50.00'	S89°33'30"W
L24	50.00'	N00°23'22"W
L25	50.00'	N89°38'38"E
L26	50.00'	S00°23'22"E
L27	50.00'	S89°36'38"W



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800
21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (804) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 475, FLORIDA STATUTES.

SURVEYED 2-9-72

GIL D. HOWATT, REGISTERED LAND SURVEYOR F.L.A. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
COMPUTER FILE NAME: CASCADES WELL SITES SCALE: 1"=200' FILE NO.: WELL EASEMENT 2

WELL SITES 10 AND 11

**MAP SHOWING SKETCH
AND DESCRIPTION**

WELL 10

A PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N88°01'50"E ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2549.08 FEET; THENCE DEPARTING SAID SOUTH LINE N01°58'10"W A DISTANCE OF 984.21 FEET TO THE POINT OF BEGINNING; THENCE N00°26'30"W A DISTANCE OF 50.00 FEET; THENCE N89°33'30"E A DISTANCE OF 50.00 FEET; THENCE S00°26'30"E A DISTANCE OF 50.00 FEET; THENCE S89°33'30"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

WELL 11

A PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N88°01'50"E ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2743.37 FEET; THENCE DEPARTING SAID SOUTH LINE N01°58'10"W A DISTANCE OF 2381.68 FEET TO THE POINT OF BEGINNING; THENCE N00°23'22"W A DISTANCE OF 50.00 FEET; THENCE N89°36'38"E A DISTANCE OF 50.00 FEET; THENCE S00°23'22"E A DISTANCE OF 50.00 FEET; THENCE S89°36'38"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

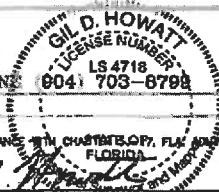
- OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-6798



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE AND CORRECT SURVEY,

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE CHARTERS, CONSTITUTION, AND ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

Gil D. Howatt
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

SURVEYED 2-9-22

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

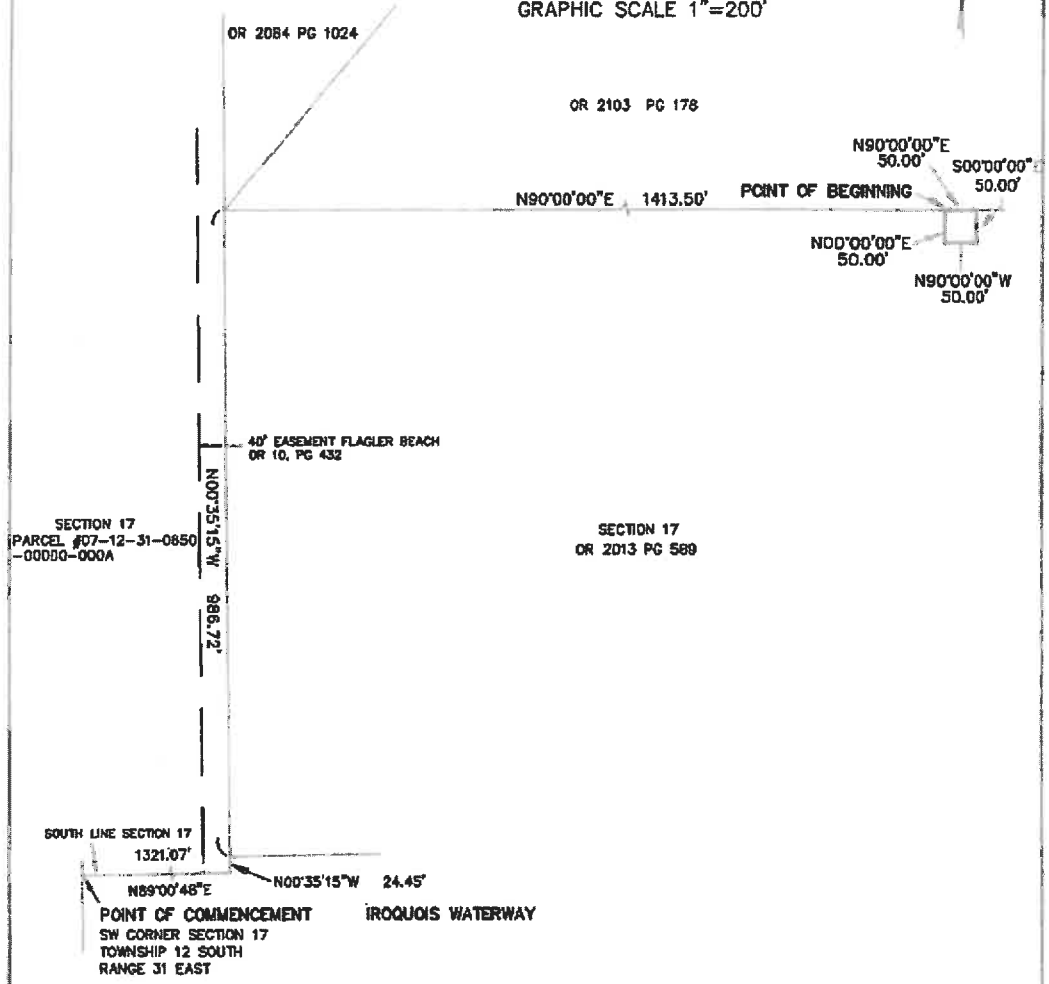
FIELD BOOK NO.: _____	PAGE(S) _____	LEGAL: SEE ABOVE	WORK ORDER NO.: _____
COMPUTER FILE NAME: CASCADES WELL SITES	SCALE: 1"=200'	FILE NO.: WELL EASEMENT 2	

MAP SHOWING SKETCH AND DESCRIPTION

100 0 50 100 200



GRAPHIC SCALE 1"=200'



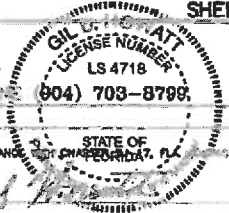
THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHO



(404) 703-8798

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 472, FLORIDA STATUTES.

SURVEYED 4-26-22

GIL D. HOWATE, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N89°00'48"E ALONG THE SOUTH LINE SECTION 17 PER GPS

FIELD BOOK NO.: _____ PAGE(S)

LEGAL: SEE ABOVE

WORK ORDER NO.:

COMPUTER FILE NAME: NORTH WATER LATERAL

SCALE: 1"=200'

FILE NO.: NORTH WELL SITE

**MAP SHOWING SKETCH
AND DESCRIPTION**

PART OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N89°00'48"E ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 1321.07 FEET; THENCE DEPARTING SAID SOUTH LINE N00°35'15"W A DISTANCE OF 24.45 FEET TO A POINT ON THE NORTH RIGHT WAY LINE OF IROQUOIS WATERWAY AND THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOKS 2013, PAGE 589, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N00°35'15"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 986.72 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND BEING THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 178, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N90°00'00"E ALONG THE SOUTH LINE OF THOSE LANDS A DISTANCE OF 1413.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LANDS N90°00'00"E A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID SOUTH LINE S00°00'00"E A DISTANCE OF 50.00 FEET; THENCE N90°00'00"W A DISTANCE OF 50.00 FEET; THENCE N00°00'00"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

OR = OFFICIAL RECORDS
PC = PAGE

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

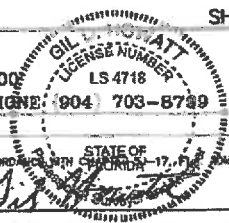
B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE: 904 703-8789

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 17, PART ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)



SURVEYED 4-26-22

GIL B. MCHAFF, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N89°00'48"E ALONG THE SOUTH LINE SECTION 17 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____

LEGAL: SEE ABOVE

WORK ORDER NO.: _____

COMPUTER FILE NAME: NORTH WATER LATERAL

SCALE: 1"=200'

FILE NO.: NORTH WELL SITE

New Water Main and Water Lateral Easement

Exhibit D

PREPARED BY AND RETURN TO:
Michael D. Chiumento, III, Esquire
CHIUMENTO LAW PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Kelly DeVore

Property Appraisers Parcel
Identification Numbers
171231-0650-000A0-0013
291231-0000-01010-0040
291231-0000-01010-0023

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement"), made this 2nd day of June, 2022, (the "Effective Date") between **JTL GRAND LANDINGS HOLDINGS, LLC**, a Delaware limited liability company, (hereinafter "Grantor"), whose address for notice purposes is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248 Dallas, and the **CITY OF FLAGLER BEACH**, a municipal corporation (hereinafter "Grantee"), whose address for notice purposes is P.O. Box 70, Flagler Beach, Florida 32136.

RECITALS:

A. Grantor is the owner of certain real property located in Flagler County, Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein ("Grantor's Property") which is subject to an existing Easement in favor of Grantee, recorded in O.R. Book 2360, Page 1351, O.R. Book 1654, Page 484, O.R. Book 253, Page 27 and O.R. Book 10, Page 432, all of the Public Records of Flagler County, Florida ("Existing Easement").

B. Simultaneously hereto, Grantor and Grantee have entered into a Well Site Relocation Agreement dated as of even date and recorded simultaneously hereto ("Well site Relocation Agreement"). Pursuant to said Well Site Relocation Agreement, the Grantor is to grant to Grantee a non-exclusive easement over the Grantor's Property for the relocation of the New Water Main Easement and for the New Water Lateral Easement.

C. Grantor and Grantee desire to establish a non-exclusive easement for the relocation of the City's Water Mains and for the construction of City's Water Laterals as set forth on **Exhibit B** attached hereto, which shall supersede a portion of the aforementioned Existing Easement referenced in Paragraph A above.

D. In connection with the relocation of the Existing Well Sites and for the relocation and installation of City's Water Mains and for the construction of City's Water Laterals as set forth in the Well Site Relocation Agreement onto Grantor's Property, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee a non-exclusive, perpetual, relocatable easement in, on, over, under, through a portion of the Grantor's Property more particularly described on **Exhibit B** attached hereto and incorporated herein (the "Easement Property") for the purposes of ingress and egress and to install, maintain, and repair pipe lines or mains, new water main lines, pipelines, access roads and wells for the purposes of extracting water from and conveying water over, across, through and under the Easement Property, for the location of said wells, pipe lines or mains and the further right to remove trees, bushes, undergrowth, and other obstacles such as may be deemed necessary for the installation and maintenance of said wells, pipe lines and all mains and to install electrical service.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and hereby incorporated herein by reference.

2. Grant of Easement. Subject to the terms, covenants and conditions hereinafter set forth, Grantor does hereby grant and convey unto Grantee, a non-exclusive perpetual, relocatable easement in, on, over under and through a portion of the Easement Property for the purposes of ingress and egress and to install, maintain, and repair pipe lines or mains, and wells for the purposes of extracting water from and conveying water over, across, through and under the Easement Property, for the location of said wells, pipe lines or mains, to install electrical service and the further right to remove trees, bushes, undergrowth, and other obstacles such as may be deemed necessary for the installation and maintenance of said wells, pipe lines and all mains. Grantor reserves the right to use the Easement Property for any use that does not materially interfere with the rights granted to Grantee hereunder, provided Grantor's use of the Easement Property shall be subject to all governmental and regulatory requirements relating to a well-site and water mains and water laterals.

3. Right of Relocation. Grantor shall have the right from time to time to relocate all or a portion of the easement granted herein provided that Grantor pays the cost of any reconstruction of the improvements related to such easement as may be required for such relocation, and provided Grantee has a reasonable opportunity to review and approve such relocation of the easement. Subject to the provisions of this paragraph, Grantee agrees to execute any documents presented by Grantor to evidence any such relocation and to terminate the portions of the easements that have been relocated by Grantor. Grantee shall not unreasonably withhold

consent to any relocation of the easement granted herein, provided the relocated easement shall provide materially the same easement as granted herein and shall not materially affect the water quality of the well site, water mains or water laterals, and any relocation is consistent with all regulatory or governmental requirements.

4. Hold Harmless. Grantee agrees to hold harmless Grantor against any and all claims, suits, losses or liability to any person or entity claiming damages arising from or by virtue of the use of the Easement Property and Grantee agrees to indemnify Grantor for any expense, including, but not limited to, attorney's fees which Grantor may incur in connection with the defense of such claim. Grantee is responsible for all damage, environmental harm, fines that may be assessed by any agency brought about as the result of Grantee's conduct and shall hold Grantor harmless with regard to same. Further, Grantee warrants and represents that Grantor's Property shall suffer no adverse impacts resulting from the removal of water and construction of said water system and shall hold Grantor harmless with regard to same. Grantor reserves the right to use the Easement Property for any use that does not materially interfere with the rights granted to Grantee hereunder, provided that Grantor shall not construct any permanent structure within fifty (50) linear feet from a Future Well Site, Water Mains and Water Laterals and Grantor's use of the Easement Property shall be subject to all governmental and regulatory requirements.

5. Duration of Easements. The Easement will be perpetual and may be terminated only upon Grantee's recordation of a Notice of Termination or modification of the Easement.

6. Reservations. Grantors hereby reserve unto themselves, their successors and assigns, the right and privilege to use the Easement Property for any purpose not inconsistent with Grantee's use, occupation or enjoyment thereof.

7. Maintenance. Grantee shall have no obligation whatsoever to maintain the Easement Property or any improvements that Grantor makes or causes to be made thereon. All obligations for maintenance shall be the sole responsibility of Grantor and Grantor covenants to maintain the Easement Property, and any improvements thereon, in good repair and safe condition.

8. Not for Public Use. This Easement grant to Grantee, the City of Flagler Beach, does not create or convey any rights whatsoever to the public to use the Easement Property for any purpose whatsoever, nor grant or convey to Grantee, its successors and assigns, any right or capability to dedicate to the public or all or any portion of the Easement Property.

9. Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. Singular and plural shall each include the other where appropriate, words of any gender shall include other genders when the context so permits.

10. Governing Law and Venue. The laws of the State of Florida shall govern this Easement Agreement.

11. No Warranty of Title. Grantors make no warranty whatsoever as to the title in and to the Easement Property, and grant only so much right, title or claim of interest in and to the Easement of Property as Grantors may in fact hold as of the date thereof. This Easement is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the Easement Property.

12. Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable and this Agreement as so modified shall continue to be in full force and effect.

13. Covenants Running With the Land. This Agreement and the rights, obligations and easements created and granted this Agreement shall be appurtenant to and run with the fee title to the Grantor's Property and shall be for the benefit of and binding upon the parties and their respective successors and assigns.

14. Attorney's Fees. In the event that either the Grantor or Grantee are required to enforce this Agreement by litigation, then the prevailing party in such litigation shall be entitled to collect its costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party, whether in pre-litigation preparation, arbitration proceeding, trial, appeal, and in any bankruptcy or collection proceeding.

15. Amendment. This Agreement shall not be changed, amended or modified except by an instrument in writing, executed by the Grantor and Grantee or their Future successors or assigns.

16. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

17. Recordation. This Easement shall be recorded in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, this Easement has been executed as of the Effective Date by authorized officers as follows:

Signed, sealed and delivered
In the presence of:

“Grantor”
JTL GRAND LANDINGS HOLDINGS,
LLC, a Texas limited liability company

Sarah Gordon
Print Name: Sarah Gordon

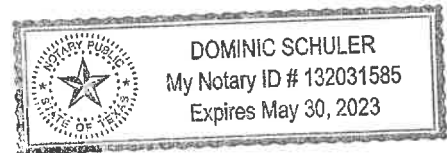
By: [Signature]
David M. West
Manager

James Corey Simpson
Print Name: James Corey Simpson

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 2 day of June, 2022 by David M. West, Manager of JTL GRAND LANDINGS HOLDINGS, LLC, a Delaware limited liability company, on behalf of the LLC.

[Signature]
Print Name: Dominic Schuler
NOTARY PUBLIC
State of Florida at Large State of Texas
Commission # _____
My Commission Expires 5-30-2023
Personally Known / or Produced
ID
Type of Identification: Drivers License



Signed, sealed and delivered
in the presence of:

“Grantee”

**THE CITY OF FLAGLER BEACH, a Florida
municipal corporation,**

By *Suzie Johnston*
Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
Penny Overstreet
City Clerk

Jeanette Jarrach
Printed/typed name of above witness
Hollie Mahoney
Printed/typed name of above witness

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 11th day of May, 2022 by Suzie Johnston, Mayor of the City of
Flagler Beach, who is personally known to me or has produced a driver's license as identification.

Penny Overstreet

Print Name: Penny Overstreet

NOTARY PUBLIC

State of Florida at Large

Commission # HH 145304

My Commission Expires 7-29-2025

Personally Known X / or Produced

Type of Identification: _____

ID _____



EXHIBIT "A"
Grantor's Property

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21" W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°30'37" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02" W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58" E ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44" E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'00" W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

AND

Part of Sections 19, 20, 29 and 30, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Reserved Parcel A1, Laguna Forest, Section 64, Seminole Woods, as recorded in Map Book 18, Pages 36 through 43, Public Records of Flagler County, Florida, said point also being the intersection of the North Right of Way line of Citation Boulevard and the East Right of Way line of Laguna Forest Trail, thence S36°30'03"E along the southerly extension of the said East right of way line and the West line of said Reserved Parcel A1 a distance of 80.00 feet to a point of the South right of way line of Citation Boulevard aforesaid; thence S53°29'57"W along said South right of way a distance of 28.73 feet to the Northwest corner of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida, and the Point of Beginning; thence S53°29'57"W continuing along said right of way a distance of 1076.65 feet to the point of curvature of a curve concave Northwesterly, having a radius of 2860.00 feet, a central angle of 22°18'53", being subtended by a chord bearing of S64°43'14"W and a chord distance of 1106.84 feet; thence westerly along said curve to the right for an arc length of 1113.87 feet to the Northeast corner of those lands described in Official Records Book 641, Page 1051, Public Records of Flagler County, Florida; thence departing said right of way and along the East line of said lands S05°08'56"E a distance of 899.94 feet to the southeast corner of said lands; thence S84°57'19"W along the south line of said lands a distance of 479.57 feet to the Northeast corner of Lot 4, Citation Commerce Park, as recorded in Map Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; thence departing said lands and along the East line of said Lot 4, S05°01'11"E a distance of 591.67 feet to the southeast corner thereof; thence along the South line of

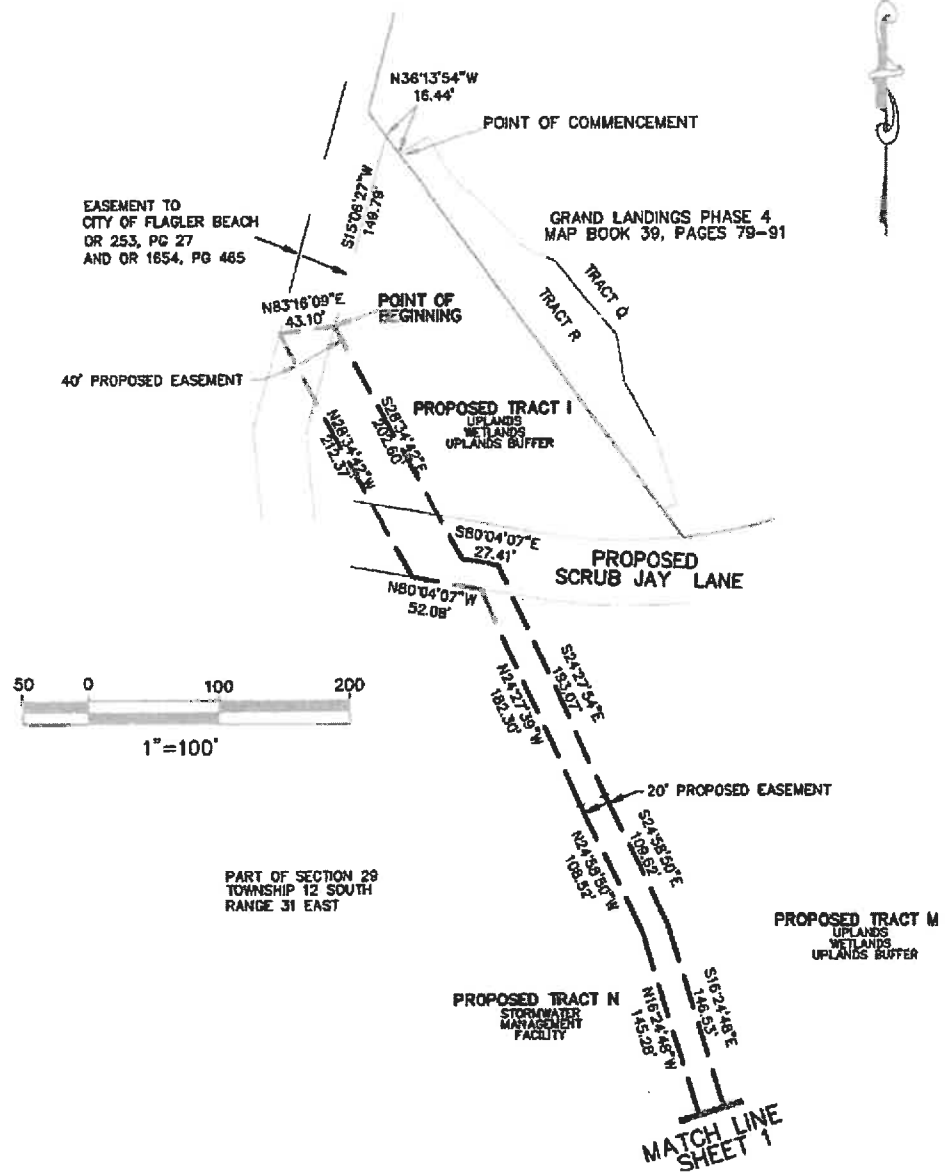
said Lot 4, N70°54'41"W a distance of 103.85 feet to a point of the East line of those lands described in Official Records Book 1371, Page 1876, Public Records of Flagler County, Florida; thence along said East line the following 4 bearings and distances, S06°38'21"E, a distance of 66.40 feet; S50°22'26"E a distance of 390.44 feet; S34°41'23"E a distance of 200.98 feet; S14°20'57"E a distance of 498.13 feet; thence N86°36'10"E continuing along said lands and along a northerly line of those lands described in Official Records Book 1887, Page 1476, Public Records of Flagler County, Florida, a distance of 1535.86 feet; thence N75°00'26"E continuing along said Northerly line a distance of 1393.40 feet to a point on a Westerly line of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida; thence Easterly along the prolongation of the previously described Northerly line, N75°00'26"E a distance of 1015.01 feet to a point on the Westerly line of those lands described in Official Records Book 2370, Page 523, aforesaid; thence along the said Westerly lines the following calls and distances, N19°01'56"W a distance of 278.67 feet; thence N42°18'09"W a distance of 401.72 feet; thence N30°24'29"W a distance of 50.00 feet to a point on a non tangent curve concave Northwesterly, having a radius of 375.00 feet, a central angle of 24°29'34", being subtended by a chord bearing of S71°50'18"W and a chord distance of 159.09 feet; thence Westerly along said curve to the right for an arc length of 160.30 feet; thence N36°13'54"W a distance of 403.20 feet; thence N14°49'44"E a distance of 234.68 feet; thence N38°16'50"W a distance of 2229.65 feet to the Point of Beginning.

Excepting therefrom those lands described in Official Records Book 253, Page 25, Public Records of Flagler County, Florida.

EXHIBIT B

New Water Main Easement and New Water Lateral Easement

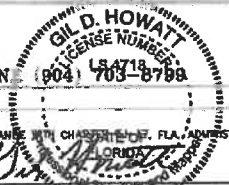
MAP SHOWING SKETCH AND DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS L.B. #7800
 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHON



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 471, F.L.A., ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

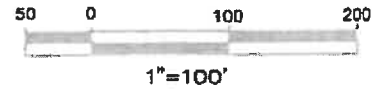
SURVEYED 1-31-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR P.L.C. NO. 4718
 LICENSED BUSINESS NUMBER 7800

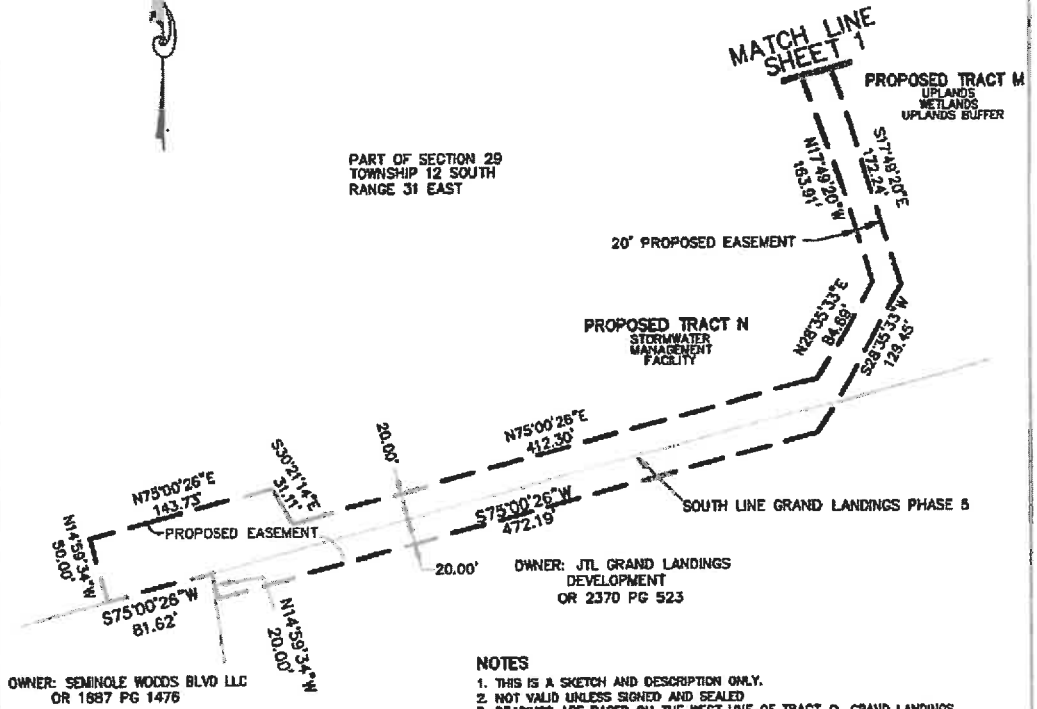
BEARING DATUM BASED ON $N36^{\circ}13'54''W$ ALONG WEST LINE OF TRACT Q

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: GL UNIT 5 WELL EASEMENT SCALE: $1"=100'$ FILE NO.: WELL EASEMENT 2

MAP SHOWING SKETCH AND DESCRIPTION



LEGEND
 OR = OFFICIAL RECORDS
 PG = PAGE

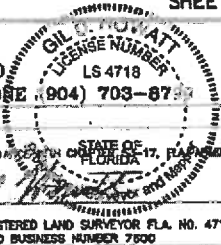


- NOTES**
1. THIS IS A SKETCH AND DESCRIPTION ONLY.
 2. NOT VALID UNLESS SIGNED AND SEALED.
 3. BEARINGS ARE BASED ON THE WEST LINE OF TRACT Q, GRAND LANDINGS PHASE 4, BEING N36°13'54\"/>

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF TRACT R, GRAND LANDINGS PHASE 4, AS RECORDED IN MAP BOOK 39, PAGES 79 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA, THENCE N36°13'54\"/>

THIS IS NOT A BOUNDARY SURVEY SHEET 2 OF 2

B. H. AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS L.B. #7800
 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8733



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION SURVEY,

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED 1-31-22

BL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
 LICENSED BUSINESS NUMBER 7800

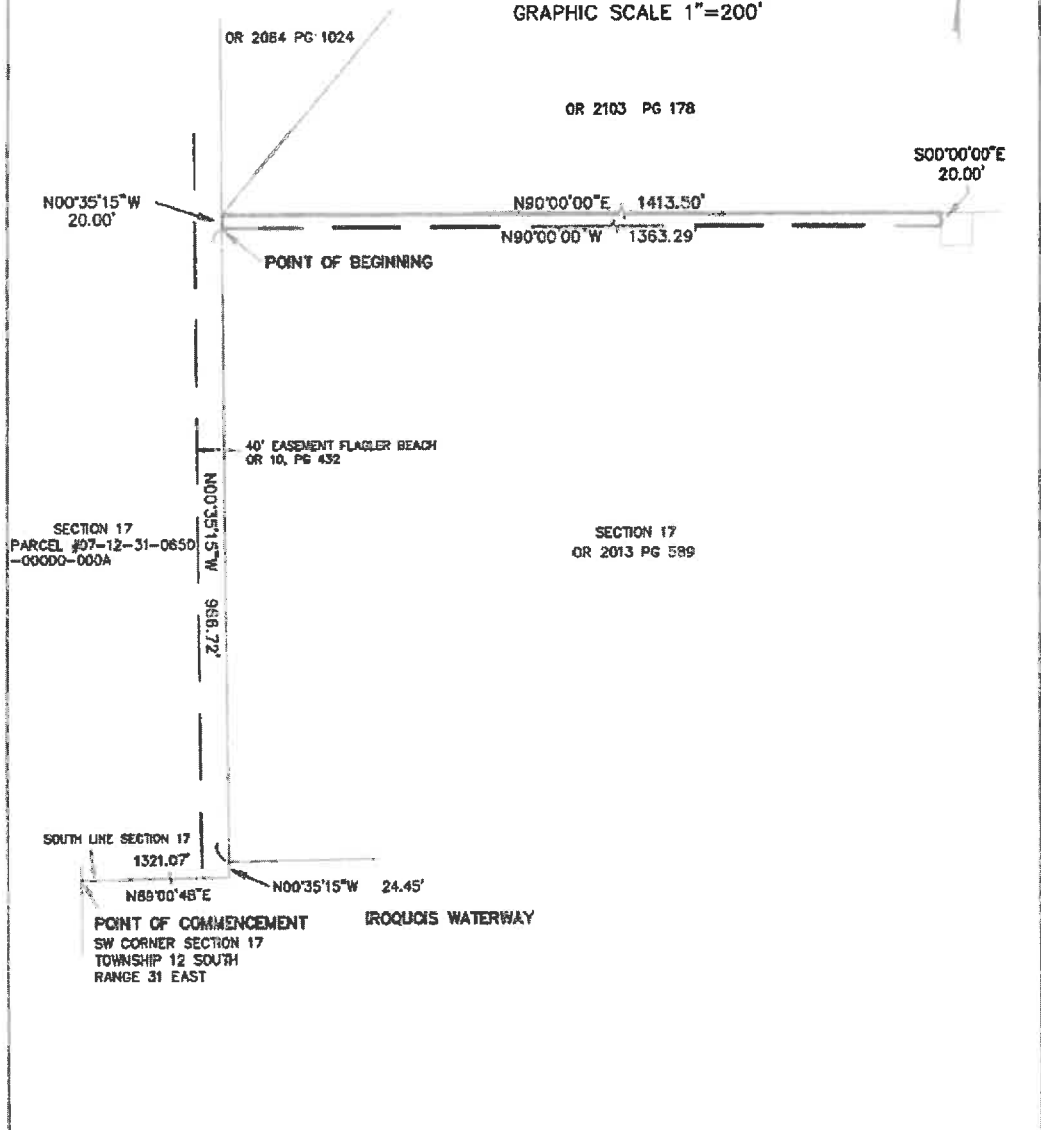
BEARING DATUM BASED ON N36°13'54\"/>

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: GL UNIT 5 WELL EASEMENT SCALE: 1\"/>

MAP SHOWING SKETCH AND DESCRIPTION



GRAPHIC SCALE 1"=200'



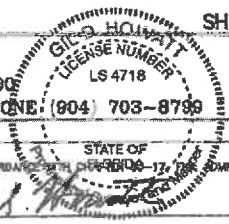
THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE: (804) 703-8789



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS BY ACCORDANCE WITH CHAPTER 17, ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 4-25-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N89°00'48"E ALONG THE SOUTH LINE SECTION 17 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
COMPUTER FILE NAME: NORTH WATER LATERAL SCALE: 1"=200' FILE NO.: NORTH WATER LATERAL

**MAP SHOWING SKETCH
AND DESCRIPTION**

PART OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N89°00'48"E ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 1321.07 FEET; THENCE DEPARTING SAID SOUTH LINE N00°35'15"W A DISTANCE OF 24.45 FEET TO A POINT ON THE NORTH RIGHT WAY LINE OF IROQUOIS WATERWAY AND THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOKS 2013, PAGE 589, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N00°35'15"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 966.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N00°35'15"W A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND BEING THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 178, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N90°00'00"E ALONG THE SOUTH LINE OF THOSE LANDS A DISTANCE OF 1413.50 FEET; THENCE DEPARTING SAID SOUTH LINE S00°00'00"E A DISTANCE OF 20.00 FEET; THENCE N90°00'00"W A DISTANCE OF 1363.29 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

OR = OFFICIAL RECORDS
PG = PAGE

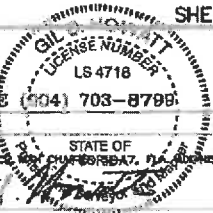
THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (404) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 47, F.A.C. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 4-26-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N89°00'48"E ALONG THE SOUTH LINE SECTION 17 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
COMPUTER FILE NAME: NORTH WATER LATERAL SCALE: 1"=200' FILE NO.: NORTH WATER LATERAL

Developer to City

Easement for Future Phases (North and South)

Exhibit E-1 and E-2

PREPARED BY AND RETURN TO:
Michael D. Chiumento, III, Esquire
CHIUMENTO LAW PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Kelly DeVore

Property Appraisers Parcel
Identification Numbers
201231-2950-00000-00C0:
201231-0650-000A0-0020:
291231-0000-01010-0020:

EASEMENT AGREEMENT

(FUTURE PHASES NORTH AND SOUTH)

THIS EASEMENT AGREEMENT (the “Easement”), made this ____ day of _____, 2022, (the “Effective Date”) between **JTL GRAND LANDINGS HOLDINGS, LLC**, a Delaware limited liability company, (hereinafter “Grantor”), whose address for notice purposes is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248 Dallas, and the **CITY OF FLAGLER BEACH**, a municipal corporation (hereinafter “Grantee”), whose address for notice purposes is P.O. Box 70, Flagler Beach, Florida 32136.

RECITALS:

A. Grantor is the owner of certain real property located in Flagler County, Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein (“Grantor’s Property”) which is subject to an existing Easement in favor of Grantee, recorded in O.R. Book 2360, Page 1351, O.R. Book 1654, Page 484, O.R. Book 253, Page 27 and O.R. Book 10, Page 432, and Easement Agreement dated on or about _____, 2022, recorded in O.R. Book _____, Page _____, all of the Public Records of Flagler County, Florida (“Existing “Easement”).

B. Simultaneously hereto, Grantor and Grantee have entered into a Well Site Relocation Agreement dated as of even date and recorded simultaneously hereto (“Well site Relocation Agreement”). Pursuant to said Well Site Relocation Agreement, the Grantor is to grant to Grantee a non-exclusive easement over the Grantor’s Property for the relocation of the New Water Main Easement and for the New Water Lateral Easement. **(NOTE, IF NOT ENTERED INTO SIMULTANEOUSLY, REFERENCE THE RECORDING INFORMATION).**

C. Grantor and Grantee desire to establish a non-exclusive easement for the future phases of Grantor’s Property (North and South) for the relocation of the City’s Water Mains and for the construction of City’s Water Laterals as set forth on **Exhibit B** attached hereto, which

shall supersede a portion of the aforementioned Existing Easement in referenced in Paragraph A above.

D. In connection with the relocation of the Existing Well Sites and for the future relocation and installation of City's Water Mains and for the construction of City's Water Laterals as set forth in the Well Site Relocation Agreement onto Grantor's Property, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee a non-exclusive, perpetual, relocatable easement in, on, over, under, through a portion of the Grantor's Property more particularly described on **Exhibit B** attached hereto and incorporated herein (the "Easement Property") for the purposes of ingress and egress and to install, maintain, and repair pipe lines or mains, new water main lines, pipelines, access roads and wells for the purposes of extracting water from and conveying water over, across, through and under the Easement Property, for the location of said wells, pipe lines or mains and the further right to remove trees, bushes, undergrowth, and other obstacles such as may be deemed necessary for the installation and maintenance of said wells, pipe lines and all mains.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and hereby incorporated herein by reference.

2. Grant of Easement. Subject to the terms, covenants and conditions hereinafter set forth, Grantor does hereby grant and convey unto Grantee, a non-exclusive perpetual, relocatable easement in, on, over under and through a portion of the Easement Property for the purposes of ingress and egress and to install, maintain, and repair pipe lines or mains, and wells for the purposes of extracting water from and conveying water over, across, through and under the Easement Property, for the location of said wells, pipe lines or mains and the further right to remove trees, bushes, undergrowth, and other obstacles such as may be deemed necessary for the installation and maintenance of said wells, pipe lines and all mains. Grantor reserves the right to use the Easement Property for any use that does not materially interfere with the rights granted to Grantee hereunder, provided Grantor's use of the Easement Property shall be subject to all governmental and regulatory requirements relating to a well-site and water mains and water laterals.

3. Right of Relocation. Grantor shall have the right from time to time to relocate all or a portion of the easement granted herein provided that Grantor pays the cost of any reconstruction of the improvements related to such easement as may be required for such relocation, and provided Grantee has a reasonable opportunity to review and approve such relocation of the easement. Subject to the provisions of this paragraph, Grantee agrees to execute

any documents presented by Grantor to evidence any such relocation and to terminate the portions of the easements that have been relocated by Grantor. Grantee shall not unreasonably withhold consent to any relocation of the easement granted herein, provided the relocated easement shall provide materially the same easement as granted herein and shall not materially affect the water quality of the well site, water mains or water laterals, and any relocation is consistent with all regulatory or governmental requirements.

4. Hold Harmless. Grantee agrees to hold harmless Grantor against any and all claims, suits, losses or liability to any person or entity claiming damages arising from or by virtue of the use of the Easement Property and Grantee agrees to indemnify Grantor for any expense, including, but not limited to, attorney's fees which Grantor may incur in connection with the defense of such claim. Grantee is responsible for all damage, environmental harm, fines that may be assessed by any agency brought about as the result of Grantee's conduct and shall hold Grantor harmless with regard to same. Further, Grantee warrants and represents that Grantor's Property shall suffer no adverse impacts resulting from the removal of water and construction of said water system and shall hold Grantor harmless with regard to same. Grantor reserves the right to use the Easement Property for any use that does not materially interfere with the rights granted to Grantee hereunder, provided that Grantor shall not construct any permanent structure within fifty (50) linear feet from a Future Well Site, Water Mains and Water Laterals and Grantor's use of the Easement Property shall be subject to all governmental and regulatory requirements.

5. Duration of Easements. The Easement will be perpetual and may be terminated only upon Grantee's recordation of a Notice of Termination or modification of the Easement.

6. Reservations. Grantors hereby reserve unto themselves, their successors and assigns, the right and privilege to use the Easement Property for any purpose not inconsistent with Grantee's use, occupation or enjoyment thereof.

7. Maintenance. Grantee shall have no obligation whatsoever to maintain the Easement Property or any improvements that Grantor makes or causes to be made thereon. All obligations for maintenance shall be the sole responsibility of Grantor and Grantor covenants to maintain the Easement Property, and any improvements thereon, in good repair and safe condition.

8. Not for Public Use. This Easement grant to Grantee, the City of Flagler Beach, does not create or convey any rights whatsoever to the public to use the Easement Property for any purpose whatsoever, nor grant or convey to Grantee, its successors and assigns, any right or capability to dedicate to the public or all or any portion of the Easement Property.

9. Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. Singular and plural shall

each include the other where appropriate, words of any gender shall include other genders when the context so permits.

10. Governing Law and Venue. The laws of the State of Florida shall govern this Easement Agreement.

11. No Warranty of Title. Grantors make no warranty whatsoever as to the title in and to the Easement Property, and grant only so much right, title or claim of interest in and to the Easement of Property as Grantors may in fact hold as of the date thereof. This Easement is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the Easement Property.

12. Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable and this Agreement as so modified shall continue to be in full force and effect.

13. Covenants Running With the Land. This Agreement and the rights, obligations and easements created and granted this Agreement shall be appurtenant to and run with the fee title to the Grantor's Property and shall be for the benefit of and binding upon the parties and their respective successors and assigns.

14. Attorney's Fees. In the event that either the Grantor or Grantee are required to enforce this Agreement by litigation, then the prevailing party in such litigation shall be entitled to collect its costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party, whether in pre-litigation preparation, arbitration proceeding, trial, appeal, and in any bankruptcy or collection proceeding.

15. Amendment. This Agreement shall not be changed, amended or modified except by an instrument in writing, executed by the Grantor and Grantee or their Future successors or assigns.

16. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

17. Recordation. This Easement shall be recorded in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, this Easement has been executed as of the Effective Date by authorized officers as follows:

Signed, sealed and delivered
In the presence of:

"Grantor"
JTL GRAND LANDINGS HOLDINGS,
LLC, a Texas limited liability company

Sarah Gordon
Print Name: Sarah Gordon

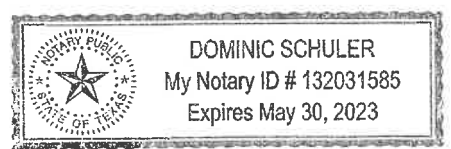
By: *[Signature]*
David M. West
Manager

James Corey Simpson
Print Name: James Corey Simpson

STATE OF FLORIDA ~~Texas~~
COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of ~~XX~~ physical presence or X online notarization this 2 day of June, 2022 by David M. West, Manager of JTL GRAND LANDINGS HOLDINGS, LLC, a Delaware limited liability company, on behalf of the LLC.


[Signature]
Print Name: Dominic Schuler
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires 5-30-2023
Personally Known / or Produced
ID ✓
Type of Identification: Drivers License



Signed, sealed and delivered
in the presence of:

“Grantee”

**THE CITY OF FLAGLER BEACH, a Florida
municipal corporation,**

 *Scannell Jarrah*
 Printed/typed name of above witness

Hattie Mahoney
 Printed/typed name of above witness

By *Suzie Johnston*
 Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
 Penny Overstreet
 City Clerk

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2022 by Suzie Johnston, Mayor of the City of Flagler Beach, who is personally known to me or has produced a driver's license as identification.



Penny Overstreet
 Print Name: Penny Overstreet
 NOTARY PUBLIC
 State of Florida at Large
 Commission # HH 145304
 My Commission Expires 7-29-2025
 Personally Known X / or Produced

Type of Identification: _____

ID _____

EXHIBIT "A"
Grantor's Property

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21" W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°30'37" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02" W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549 PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553 PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58" E ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44" E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'00" W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

AND

Part of Sections 19, 20, 29 and 30, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Reserved Parcel A1, Laguna Forest, Section 64, Seminole Woods, as recorded in Map Book 18, Pages 36 through 43, Public Records of Flagler County, Florida, said point also being the intersection of the North Right of Way line of Citation Boulevard and the East Right of Way line of Laguna Forest Trail, thence S36°30'03"E along the southerly extension of the said East right of way line and the West line of said Reserved Parcel A1 a distance of 80.00 feet to a point of the South right of way line of Citation Boulevard aforesaid; thence S53°29'57"W along said South right of way a distance of 28.73 feet to the Northwest corner of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida, and the Point of Beginning; thence S53°29'57"W continuing along said right of way a distance of 1076.65 feet to the point of curvature of a curve concave Northwesterly, having a radius of 2860.00 feet, a central angle of 22°18'53", being subtended by a chord bearing of S64°43'14"W and a chord distance of 1106.84 feet; thence westerly along said curve to the right for an arc length of 1113.87 feet to the Northeast corner of those lands described in Official Records Book 641 Page 1051, Public Records of Flagler County, Florida; thence departing said right of way and along the East line of said lands S05°08'56"E a distance of 899.94 feet to the southeast corner of said lands; thence S84°57'19"W along the south line of said lands a distance of 479.57 feet to the Northeast corner of Lot 4, Citation Commerce Park, as recorded in Map Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; thence departing said lands and along the East line of said Lot 4, S05°01'11"E a distance of 591.67 feet to the southeast corner thereof; thence along the South line of

said Lot 4, N70°54'41"W a distance of 103.85 feet to a point of the East line of those lands described in Official Records Book 1371 Page 1876 Public Records of Flagler County, Florida; thence along said East line the following 4 bearings and distances, S06°38'21"E, a distance of 66.40 feet; S50°22'25"E a distance of 390.44 feet; S34°41'23"E a distance of 200.98 feet; S14°20'57"E a distance of 498.13 feet; thence N86°36'10"E continuing along said lands and along a northerly line of those lands described in Official Records Book 1887 Page 1476 Public Records of Flagler County, Florida, a distance of 1535.86 feet; thence N75°00'26"E continuing along said Northerly line a distance of 1393.40 feet to a point on a Westerly line of those lands described in Official Records Book 2370 Page 523 Public Records of Flagler County, Florida; thence Easterly along the prolongation of the previously described Northerly line, N75°00'26"E a distance of 1015.01 feet to a point on the Westerly line of those lands described in Official Records Book 2370 Page 523, aforesaid; thence along the said Westerly lines the following calls and distances, N19°01'56"W a distance of 278.67 feet; thence N42°18'09"W a distance of 401.72 feet; thence N30°24'29"W a distance of 50.00 feet to a point on a non tangent curve concave Northwesterly, having a radius of 375.00 feet, a central angle of 24°29'34", being subtended by a chord bearing of S71°50'18"W and a chord distance of 159.09 feet; thence Westerly along said curve to the right for an arc length of 160.30 feet; thence N36°13'54"W a distance of 403.20 feet; thence N14°49'44"E a distance of 234.68 feet; thence N38°16'50"W a distance of 2229.65 feet to the Point of Beginning.

Excepting therefrom those lands described in Official Records Book 253 Page 25. Public Records of Flagler County, Florida.

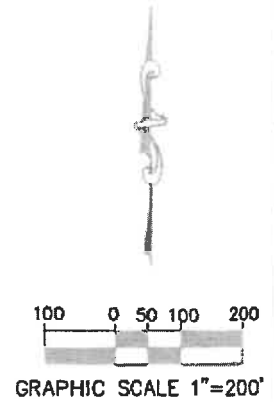
EXHIBIT B

Future/New Water Main Easement and Future/New Water Lateral Easements

MAP SHOWING SKETCH AND DESCRIPTION

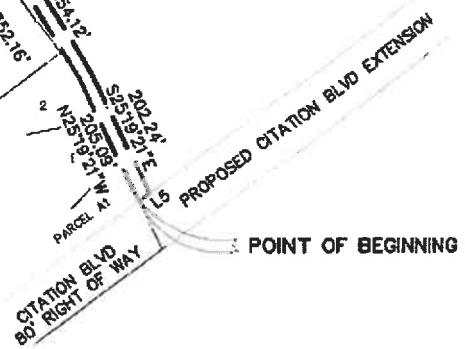
MATCH LINE SHEET 2

SECTION 20



LINE TABLE		
LINE	LENGTH	BEARING
L1	65.44'	S89°02'13"W
L2	30.00'	S00°57'52"E
L3	50.00'	S89°02'08"W
L4	50.00'	N00°57'52"W
L5	20.39'	S53°30'00"W
L7	50.00'	N53°29'23"E
L8	50.00'	S36°30'37"E
L9	50.00'	S53°29'23"W

LAGUNA FOREST - SECTION 64
MAP BOOK 18, PAGE 38



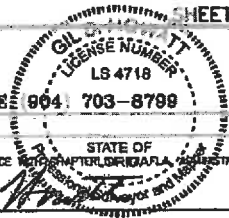
THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE 904 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 472, FLORIDA STATUTES.

SURVEYED 3-16-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

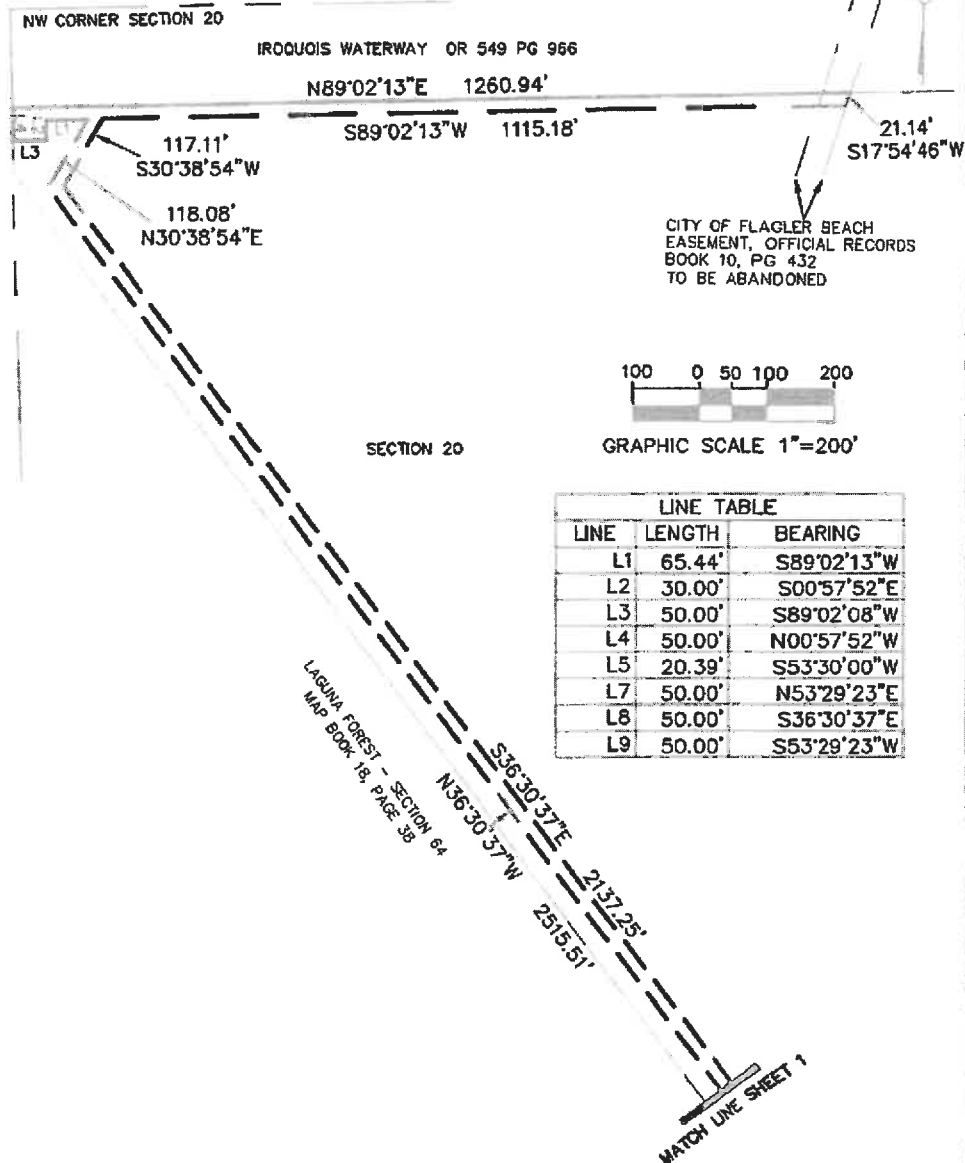
BEARING DATUM BASED ON N25°19'21"W ALONG THE EAST LINE OF PARCEL A1 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____
COMPUTER FILE NAME: GL UNIT 5/WELL EASEMENT

LEGAL: SEE ABOVE
SCALE: 1"=200'

WORK ORDER NO.: _____
FILE NO.: WELL EASEMENT 6

MAP SHOWING SKETCH AND DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8789



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH STATE Q.E. 17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-18-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718 LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N25°19'21"W ALONG THE EAST LINE OF PARCEL A1 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____
 COMPUTER FILE NAME: GL UNIT 5 WELL EASEMENT

LEGAL: SEE ABOVE
 SCALE: 1"=200'

WORK ORDER NO.: _____
 FILE NO.: WELL EASEMENT 8

**MAP SHOWING SKETCH
AND DESCRIPTION**

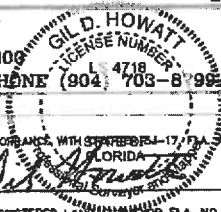
PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST A DISTANCE OF 205.09 FEET; THENCE DEPARTING SAID EAST LINE N31°37'25"W A DISTANCE OF 352.16 FEET; THENCE N36°30'37"W A DISTANCE OF 2515.51 FEET; THENCE N30°38'54"E A DISTANCE OF 118.08 FEET; THENCE S89°02'13"W A DISTANCE OF 65.44 FEET; THENCE S00°57'52"E A DISTANCE OF 30.00 FEET; THENCE S89°02'08"E A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SECTION 20 AFORESAID; THENCE DEPARTING SAID WEST LINE N00°57'52"W A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE A DISTANCE OF 1260.94 FEET TO A POINT ON THE EAST LINE OF AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 432, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE S17°54'46"W A DISTANCE OF 21.14 FEET; THENCE DEPARTING SAID EAST LINE S89°02'13"W A DISTANCE OF 1115.18 FEET; THENCE S30°38'54"W A DISTANCE OF 117.11 FEET; THENCE S36°30'37"E A DISTANCE OF 2137.25 FEET; THENCE N53°29'23"E A DISTANCE OF 50.00 FEET; THENCE S36°30'37"E A DISTANCE OF 50.00 FEET; THENCE S53°29'23"E A DISTANCE OF 50.00 FEET; THENCE S36°30'37"E A DISTANCE OF 315.83 FEET; THENCE S31°37'25"E A DISTANCE OF 354.12 FEET; THENCE S25°19'21"E A DISTANCE OF 202.24 FEET TO A POINT ON THE EASTERLY PROJECTION OF THE NORTHERLY RIGHT OF WAY LINE OF CITATION BOULEVARD; THENCE ALONG SAID EASTERLY PROJECTION S53°30'00"W A DISTANCE OF 20.39 FEET TO THE POINT OF BEGINNING.

LEGEND
 OR = OFFICIAL RECORDS
 PG = PAGE

THIS IS NOT A BOUNDARY SURVEY

SHEET 3 OF 3

B. H. AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS L.B. #7808
 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8795



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 471, F.S.A. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-16-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
 LICENSED BUSINESS NUMBER 7808

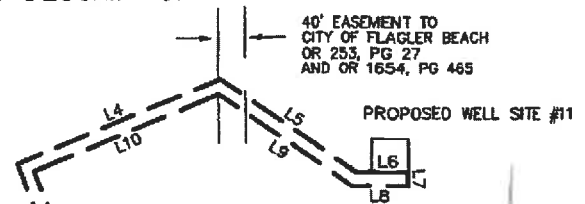
BEARING DATUM BASED ON N25°19'21"W ALONG THE EAST LINE OF PARCEL A1 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____
 COMPUTER FILE NAME: GL UNIT 5, WELL EASEMENT

LEGAL: SEE ABOVE
 SCALE: 1"=200'

WORK ORDER NO.: _____
 FILE NO.: WELL EASEMENT 6

MAP SHOWING SKETCH AND DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	806.57'	N14°07'14"W
L2	402.25'	N12°02'12"W
L3	253.19'	N22°26'28"W
L4	328.94'	N67°23'43"E
L5	247.99'	S55°50'13"E
L6	7.96'	N89°36'38"E
L7	20.00'	S00°23'22"E
L8	80.18'	S89°36'38"W
L9	243.41'	N55°50'13"W
L10	289.19'	S67°23'43"W
L11	233.25'	S22°26'28"E
L12	401.88'	S12°02'12"E
L13	7.953'	S14°07'14"E
L14	50.00'	S00°26'30"E
L15	8.41'	S89°33'30"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	6.33'	4.55'	10°24'16"	N17°14'20"W	6.32'
C2	9.96'	54.85'	10°24'16"	S17°14'20"E	9.95'

PART OF SECTION 29
TOWNSHIP 12 SOUTH, RANGE 31 EAST

PROPOSED 20' EASEMENT

POINT OF BEGINNING
PROPOSED WELL SITE #10

POINT OF COMMENCEMENT
SW CORNER SECTION 29

30 29 N88°01'50"E
2540.67'

31 32

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (404) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

STATE OF FLORIDA
ADMINISTRATIVE

SURVEYED 2-9-22

GL. D. NOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO. _____ PAGE(S) _____

LEGAL: SEE ABOVE

WORK ORDER NO.:

COMPUTER FILE NAME: CASCADES / WELL_SITES

SCALE: 1"=200'

FILE NO.: WELL EASEMENT 1

**MAP SHOWING SKETCH
AND DESCRIPTION**

A PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N88°01'50"E ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2540.67 FEET; THENCE DEPARTING SAID SOUTH LINE N01°58'10"W A DISTANCE OF 984.44 FEET TO THE POINT OF BEGINNING; THENCE N14°07'14"W A DISTANCE OF 806.57 FEET; THENCE N12°02'12"W A DISTANCE OF 402.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 10°24'16", A RADIUS OF 34.85 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N17°14'20"W AND A CHORD DISTANCE OF 6.32 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 6.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N22°26'28"W A DISTANCE OF 253.19 FEET; THENCE N67°23'43"E A DISTANCE OF 329.94 FEET; THENCE S55°50'13"E A DISTANCE OF 247.99 FEET; THENCE N89°36'38"E A DISTANCE OF 73.96 FEET; THENCE S00°23'22"E A DISTANCE OF 20.00 FEET; THENCE S89°36'38"W A DISTANCE OF 80.18 FEET; THENCE N55°50'13"W A DISTANCE OF 243.41 FEET; THENCE S87°23'43"W A DISTANCE OF 299.19 FEET; THENCE S22°26'28"E A DISTANCE OF 233.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 10°24'16", A RADIUS OF 54.85 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S17°14'20"E AND A CHORD DISTANCE OF 9.95 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 9.96 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S12°02'12"E A DISTANCE OF 401.88 FEET; THENCE S14°07'14"E A DISTANCE OF 759.63 FEET; THENCE S00°26'30"E A DISTANCE OF 50.00 FEET; THENCE S89°33'30"W A DISTANCE OF 8.41 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

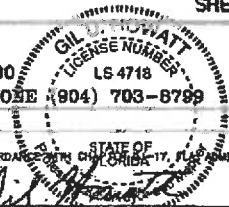
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800

218 UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8789



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

SURVEY.

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 471, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-9-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO.: PAGE(S)

LEGAL: SEE ABOVE

WORK ORDER NO.:

COMPUTER FILE NAME: CASCADES WELL SITES

SCALE: 1"=200'

FILE NO.: WELL EASEMENT 1

City to Developer

Special Warranty Deed or Quit Claim Deed

Exhibit F

PREPARED BY AND RETURN TO:
Michael D. Chiumento III, Esquire
CHIUMENTO LAW PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Property Appraisers Parcel
Identification Numbers
291231-0000-01010-0025
291231-0000-01010-0010
191231-0650-000A0-0020

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION

QUIT-CLAIM DEED

THIS INDENTURE, Made this _____ day of _____, 2022, by **CITY OF FLAGLER BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("Grantor"), whose address is whose mailing address is P.O. Box 70, Flagler Beach, Florida 32136, to **JTL GRAND LANDINGS HOLDINGS LLC**, a Texas limited liability company ("Grantee"), whose address is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248.

(Whenever 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 the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever; all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of FLAGLER, State of FLORIDA, to-wit:

See attached Exhibit "A"

TOGETHER WITH ANY EASEMENT RIGHTS AS TO THE PROPERTIES SET FORTH HEREIN, INCLUDING THOSE EASEMENT RIGHTS SET FORTH IN O.R. BOOK 253, PAGE 27, O.R. BOOK 253, PAGE 29, O.R. BOOK 1654, PAGE 498, 499, 496, 497, 502, 503, 500 & 501, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the property use, benefit and behoof of the said second party forever.



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed the day and year first above written.

Witnessed by:
Jeanelle Jarrah
Printed/typed name of above witness

Hollie Mahoney
Hollie Mahoney
Printed/typed name of above witness

GRANTOR:

THE CITY OF FLAGLER BEACH, a Florida municipal corporation,

By *Suzie Johnston*
Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
Penny Overstreet
City Clerk

STATE OF FLORIDA]
COUNTY OF FLAGLER]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *11th* day of *May*, 2022 by Suzie Johnston, Mayor of the City of Flagler Beach, who is personally known to me or has produced a driver's license as identification.

(SEAL)



Penny Overstreet
Notary Public

Print/type name of notary: *Penny Overstreet*

7-29-2025

My commission expires:

EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 19 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

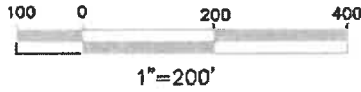
FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 57' 53" WEST 261.34 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE SOUTH 10 DEGREES 16' 02" WEST 68.58 FEET; THENCE NORTH 79 DEGREES 43' 58" WEST 100.00 FEET; THENCE NORTH 10 DEGREES 16' 02" EAST 100.00 FEET; THENCE SOUTH 79 DEGREES 43' 58" EAST 100.00 FEET; THENCE SOUTH 10 DEGREES 16' 02" WEST 31.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(ABANDONED WELL SITE #8 PER O.R. BOOK 253, PAGE 25)

TOGETHER WITH ANY INTEREST IN ABANDONED WELL SITES 1-7.

TOGETHER WITH THOSE ABANDONED WELL SITES SHOWN ON THE ATTACHED.

**MAP SHOWING SKETCH
OF EASEMENTS TO BE ABANDONED**



EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 500 & 501
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 502 & 503
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 253, PG 27
NOT INCLUDED

WELL SITE #9

EASEMENT TO THE
CITY OF FLAGLER BEACH
WELL SITE #9
OR 253, PG 29
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 498 & 499
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 496 & 497
TO BE ABANDONED

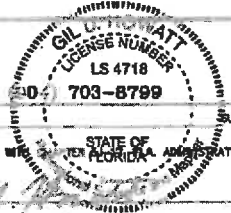
LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (407) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR ACT, CHAPTER 471, FLORIDA STATUTES.

SURVEYED 2-9-12

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO.: _____ PAGE(S)

LEGAL: SEE ABOVE

WORK ORDER NO.: _____

COMPUTER FILE NAME: CASCADES WELL SITES

SCALE: 1"=200'

FILE NO.: WELL EASEMENT 3

Termination of Easement

Exhibit G

PREPARED BY AND RETURN TO:
MICHAEL D. CHIUMENTO, III
CHIUMENTO LAW PLLC
145 CITY PLACE, SUITE 301
PALM COAST, FL 32164
Attn: Kelly DeVore

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT (“Termination”) is made this ____ day of _____, 2022, by the CITY OF FLAGLER BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 70, Flagler Beach, FL 32136 (the “CITY”).

WHEREAS, pursuant to an Easement dated February 19, 1985 recorded in O.R. Book 253, Page 027, ITT Community Development Corporation, a Delaware corporation, assigned, granted and conveyed to CITY easements as set forth therein, as recorded in the Public Records of Flagler County, Florida and an Easement dated October 2, 1963 between L.E. Wadsworth and Angela Wadsworth, assigned, granted and conveyed to City easements as set forth therein, as recorded in O.R. Book 10, Page 432, and as further amended by O.R. Book 1654, Page 465 and O.R. Book 1654, Page 484, and in O.R. Book 253, Page 27 and O.R. Book 253, Page 29, Public Records of Flagler County, Florida, (“Easement”); and

WHEREAS, JTL Grand Landings Holdings, LLC, a Delaware limited liability company (“Owner”) and CITY entered into that certain Easement dated June 4, 2019 recorded in O.R. Book 2360, Page 1351, Public Records of Flagler County, Florida (“New Easement”) which in part relocated the easement on the Owner’s property and said New Easement required and contemplated the termination of the Easement as it relates to the property described on Exhibit “A”; and

WHEREAS, JTL Grand Landings Holdings, LLC, a Delaware limited liability company (“Owner”) and CITY entered into that certain Well Site Relocation Agreement dated on or about the date hereof, to be recorded simultaneously hereof, in the Public Records of Flagler County, Florida (“Agreement”) which in part relocated the easement on the Owner’s property and said Agreement required and contemplated the termination of the Easement as it relates to the property described on Exhibit “B”; and

WHEREAS, OWNER requests that CITY terminate the Easement only as it relates to the property described on Exhibit “A” and Exhibit “B” pursuant to the Easement; and

WHEREAS, CITY, now desires to terminate the Easement only as it relates to the property described on Exhibit “A” and Exhibit “B”; and

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

1. The above recitals are true and correct and form a material part of this Termination upon which the parties have relied.

2. CITY hereby permanently terminates and cancels the Easement and hereby agrees that the Easement is of no further force or effect, effective on and from the recording of this Termination, in the public records, and the property encumbered thereby only as described on Exhibit "A" and Exhibit "B" is hereby released, freed and discharged from the encumbrance thereof.

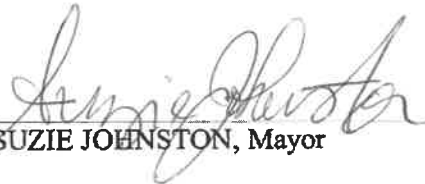
IN WITNESS WHEREOF, the parties have caused this Termination to be duly executed by fully authorized signatures as of the date first written above.

ATTEST:

THE CITY OF FLAGLER BEACH



Penny Overstreet, City Clerk


By: 

SUZIE JOHNSTON, Mayor

Date: 5-11, 2022

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was executed before me, by means of physical presence or online notarization, this 11th day of May, 2022, by Suzie Johnston as Mayor and Penny Overstreet as City Clerk of the City of Flagler Beach, Florida, on behalf of the City, who () is personally known to me or () provided the following identification:

 Jeanelle Jarrah
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG946751
Expires 1/13/2024


Notary Public: Jeanelle Jarrah
My Commission Expires: 1/13/2024

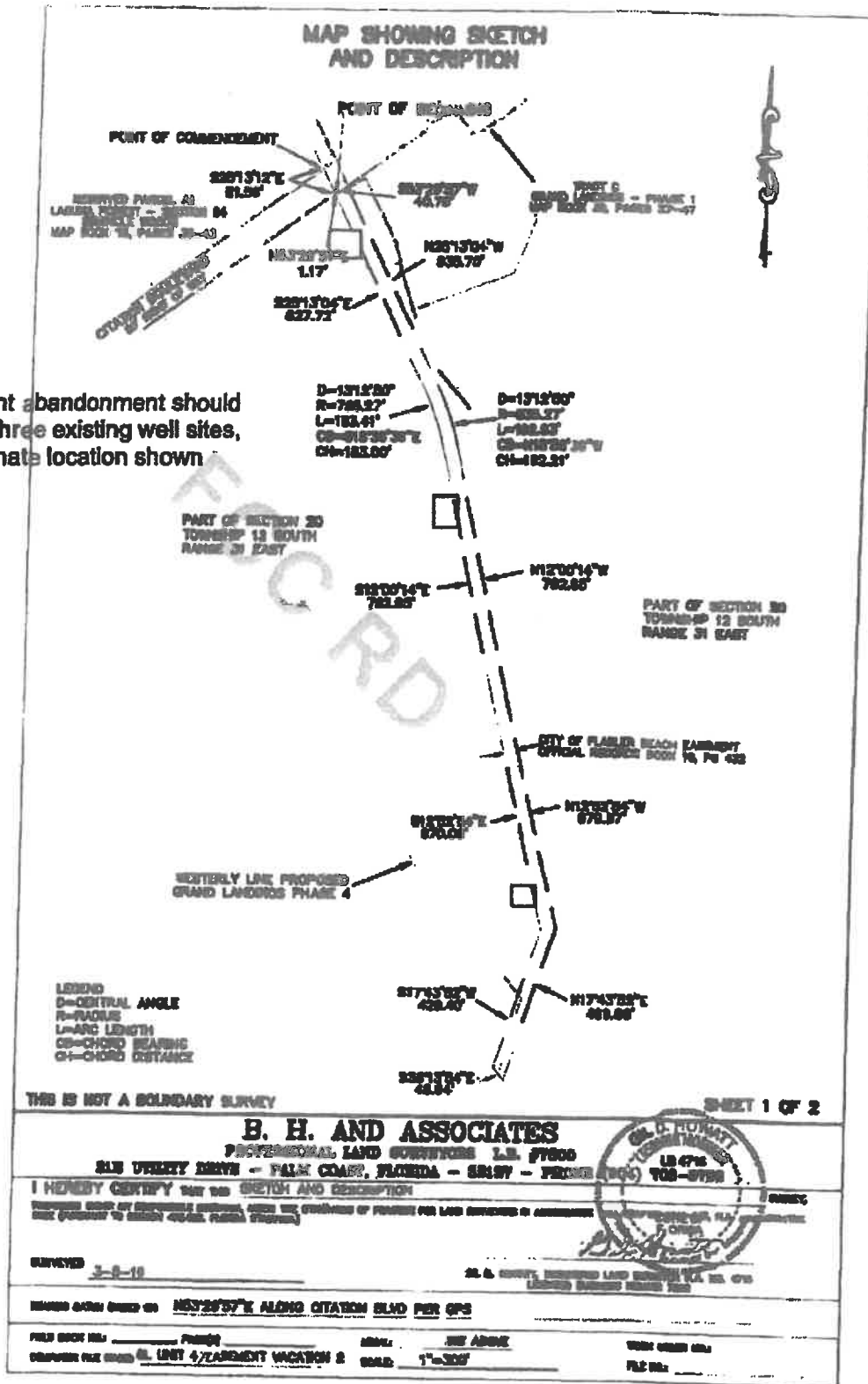
EXHIBIT "A"
Exhibit D from New Easement

Exhibit "D"
Portion of Existing Raw Water Main Easement to be Vacated

Map Showing Sketch and Description of Abandoned Waterline

FCC RD

EXHIBIT D



easement abandonment should include three existing well sites, approximate location shown

**MAP SHOWING SKETCH
AND DESCRIPTION**

PART OF TRACT C, GRAND LANDINGS, PHASE 1, AS RECORDED IN MAP BOOK 38, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF RESERVED PARCEL A1, LAGUNA FOREST, SECTION 64, SEMNOL WOODS, AS RECORDED IN MAP BOOK 18, PAGES 36 THROUGH 43, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S25°13'12"E ALONG THE EAST LINE OF RESERVED PARCEL A1, A DISTANCE OF 81.58 FEET TO A POINT ON THE SOUTH LINE OF CITATION BOULEVARD; THENCE N53°29'57"E ALONG THE EASTERLY PROJECTION OF THE SAID SOUTH LINE A DISTANCE OF 1.17 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE CITY OF FLAGLER BEACH EASEMENT AS RECORDED IN MAP BOOK 10, PAGE 432, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID EASEMENT BOUNDARY LINE THE FOLLOWING COURSES AND DISTANCES, S25°13'04"E A DISTANCE OF 827.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 13°12'50", A RADIUS OF 798.27 FEET, BEING SUBTENDED BY A CHORD BEARING OF S18°38'39"E AND A CHORD DISTANCE OF 183.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 183.41 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S12°00'14"E A DISTANCE OF 762.85 FEET; THENCE S12°52'54"E A DISTANCE OF 406.08 FEET; THENCE S17°43'52"W A DISTANCE OF 428.40 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY S36°13'54"E A DISTANCE OF 48.94 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE AFORESAID CITY OF FLAGLER BEACH EASEMENT LINE; THENCE ALONG THE SAID EASTERLY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES, N12°52'54"W A DISTANCE OF 458.86 FEET; THENCE N12°52'54"W A DISTANCE OF 679.87 FEET; THENCE N12°00'14"W A DISTANCE OF 762.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 13°12'50", A RADIUS OF 798.27 FEET; BEING SUBTENDED BY A CHORD BEARING OF N18°38'39"W AND A CHORD DISTANCE OF 182.21 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 182.83 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N25°13'04"W A DISTANCE OF 635.70 FEET TO A POINT ON THE SOUTH LINE OF THE EASTERLY PROJECTION OF CITATION BOULEVARD AFORESAID; THENCE S53°29'57"W A DISTANCE OF 40.79 FEET TO THE POINT OF BEGINNING.

NOTES

1. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. NOT VALID UNLESS SIGNED AND SEALED
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 1980 ADJUSTMENT

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

515 UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (386) 765-8700



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PREPARED UNDER MY SUPERVISORIAL CONTROL, MEETS THE REQUIREMENTS OF CHAPTER 463, PART 1, FLORIDA STATUTES IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYING BOARD (PLS) CODE (PURSUANT TO SECTION 474.05, FLORIDA STATUTES)

SURVEYED 3-6-18

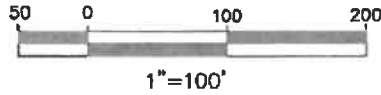
CL. H. HERRITY, REGISTERED LAND SURVEYOR P.L.S. NO. 4718 LICENSED EXPIRES FEBRUARY 2020

BEARING DATUM BASED ON N53°29'57"E ALONG CITATION BLVD PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____ LOCAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: CL UNIT 4/EASEMENT VACATION 2 SCALE: 1"=300' FILE NO.: _____

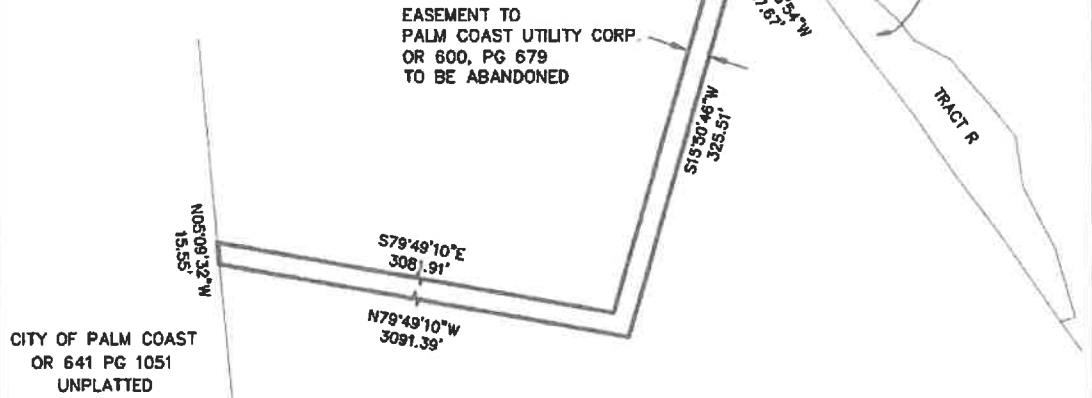
EXHIBIT "B"

MAP SHOWING SKETCH AND DESCRIPTION



GRAND LANDINGS PHASE 4
MAP BOOK 39, PAGES 79-91

PART OF SECTIONS 19, 20, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF TRACT R, GRAND LANDINGS PHASE 4, AS RECORDED IN MAP BOOK 39, PAGES 79 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA, THENCE N36°13'54"W ALONG THE WEST LINE OF TRACT Q, SAID GRAND LANDINGS, A DISTANCE OF 37.67 FEET TO A POINT ON THE EASTERLY LINE OF AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 600, PAGE 679, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S15°50'46"W ALONG SAID EASTERLY EASEMENT LINE A DISTANCE OF 325.51 FEET; THENCE CONTINUE ALONG SAID EASEMENT N79°49'10"W A DISTANCE OF 3091.39 FEET TO A POINT ON THE EASTERLY LINE OF THE CITY OF PALM COAST PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 641, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N05°09'32"W ALONG SAID LINE A DISTANCE OF 15.55 FEET TO A POINT ON THE AFORESAID EASEMENT; THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID EASEMENT S79°49'10"E A DISTANCE OF 3081.81 FEET; THENCE CONTINUE ALONG SAID EASEMENT N15°50'46"E A DISTANCE OF 554.49 FEET TO A POINT ON THE WEST LINE OF TRACT T, GRAND LANDINGS AFORESAID; THENCE ALONG TRACT T AND ALONG TRACT Q AFORESAID, S38°18'50"E A DISTANCE OF 11.70 FEET; THENCE CONTINUING ALONG SAID TRACT Q, S14°49'44"W A DISTANCE OF 234.68 FEET; THENCE CONTINUING ALONG SAID TRACT Q, S36°13'54"E A DISTANCE OF 1.72 FEET TO THE POINT OF BEGINNING.



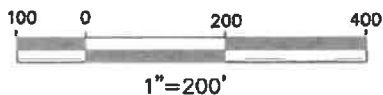
- NOTES**
1. THIS IS A SKETCH AND DESCRIPTION ONLY.
 2. NOT VALID UNLESS SIGNED AND SEALED
 3. BEARINGS ARE BASED ON THE WEST LINE OF TRACT Q, GRAND LANDINGS PHASE 4, BEING N36°13'54"W

LEGEND
OR = OFFICIAL RECORDS
PG = PAGE
POC = POINT OF COMMENCEMENT

THIS IS NOT A BOUNDARY SURVEY

<p>B. H. AND ASSOCIATES PROFESSIONAL LAND SURVEYORS L.B. #7800 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8789</p>		
<p>I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION</p>		<p>SURVEY.</p>
<p>PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 51-12, F.A.C. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)</p>		
<p>SURVEYED <u>2-1-22</u></p>	<p>GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718 LICENSED BUSINESS NUMBER 7800</p>	
<p>BEARING DATUM BASED ON <u>N36°13'54"W ALONG WEST LINE OF TRACT Q</u></p>		
<p>FIELD BOOK NO.: _____ PAGE(S) _____</p>	<p>LEGAL: <u>SEE ABOVE</u></p>	<p>WORK ORDER NO.: _____</p>
<p>COMPUTER FILE NAME: <u>GL UNIT 5 / WELL EASEMENT</u></p>	<p>SCALE: <u>1"=100'</u></p>	<p>FILE NO.: <u>WELL EASEMENT 4</u></p>

MAP SHOWING SKETCH AND DESCRIPTION

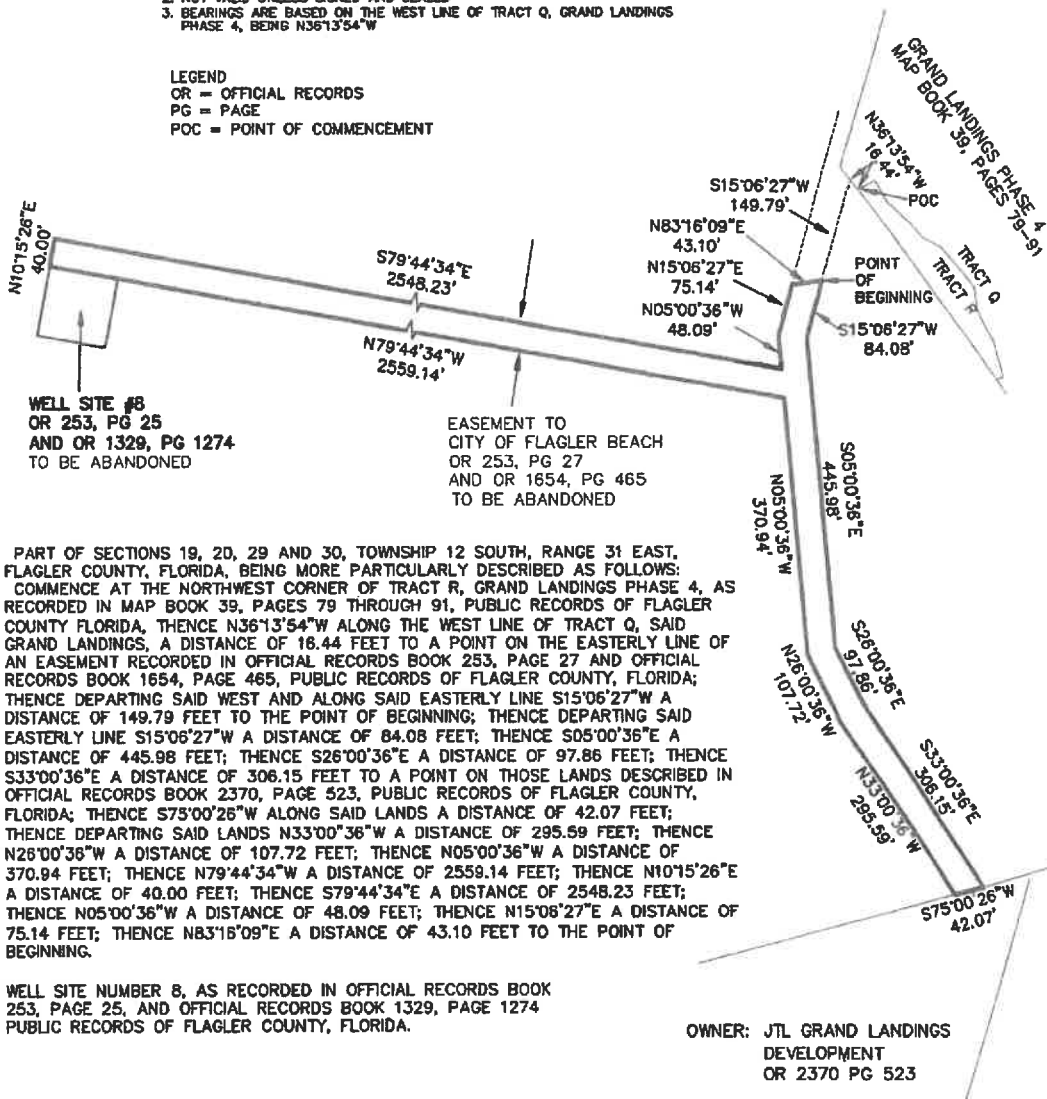


NOTES

1. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. NOT VALID UNLESS SIGNED AND SEALED
3. BEARINGS ARE BASED ON THE WEST LINE OF TRACT Q, GRAND LANDINGS PHASE 4, BEING N3613'54"W

LEGEND

- OR = OFFICIAL RECORDS
- PG = PAGE
- POC = POINT OF COMMENCEMENT



PART OF SECTIONS 19, 20, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT R, GRAND LANDINGS PHASE 4, AS RECORDED IN MAP BOOK 39, PAGES 79 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA, THENCE N3613'54"W ALONG THE WEST LINE OF TRACT Q, SAID GRAND LANDINGS, A DISTANCE OF 18.44 FEET TO A POINT ON THE EASTERLY LINE OF AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 27 AND OFFICIAL RECORDS BOOK 1654, PAGE 465, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST AND ALONG SAID EASTERLY LINE S15'06'27"W A DISTANCE OF 149.79 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE S15'06'27"W A DISTANCE OF 84.08 FEET; THENCE DEPARTING SAID EASTERLY LINE S15'06'27"W A DISTANCE OF 445.98 FEET; THENCE S26'00'36"E A DISTANCE OF 97.86 FEET; THENCE S33'00'36"E A DISTANCE OF 306.15 FEET TO A POINT ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S75'00'26"W ALONG SAID LANDS A DISTANCE OF 42.07 FEET; THENCE DEPARTING SAID LANDS N33'00'36"W A DISTANCE OF 295.59 FEET; THENCE N26'00'36"W A DISTANCE OF 107.72 FEET; THENCE N05'00'36"W A DISTANCE OF 370.94 FEET; THENCE N79'44'34"W A DISTANCE OF 2559.14 FEET; THENCE N1015'26"E A DISTANCE OF 40.00 FEET; THENCE S79'44'34"E A DISTANCE OF 2548.23 FEET; THENCE N05'00'36"W A DISTANCE OF 48.09 FEET; THENCE N15'06'27"E A DISTANCE OF 75.14 FEET; THENCE N83'16'09"E A DISTANCE OF 43.10 FEET TO THE POINT OF BEGINNING.

WELL SITE NUMBER 8, AS RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 25, AND OFFICIAL RECORDS BOOK 1329, PAGE 1274 PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

OWNER: JTL GRAND LANDINGS DEVELOPMENT OR 2370 PG 523

THIS IS NOT A BOUNDARY SURVEY

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION SURVEY,

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTERS 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

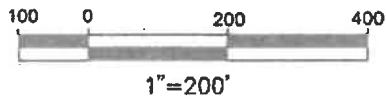
SURVEYED 2-1-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718 LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N3613'54"W ALONG WEST LINE OF TRACT Q

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: GL UNIT 5 / WELL EASEMENT SCALE: 1"=200' FILE NO.: WELL EASEMENT 5

**MAP SHOWING SKETCH
OF EASEMENTS TO BE ABANDONED**



EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 500 & 501
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 502 & 503
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 253, PG 27
NOT INCLUDED

WELL SITE #9

EASEMENT TO THE
CITY OF FLAGLER BEACH
WELL SITE #9
OR 253, PG 29
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 498 & 499
TO BE ABANDONED

EASEMENT TO THE
CITY OF FLAGLER BEACH
OR 1654, PG'S 496 & 497
TO BE ABANDONED

LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING AND MAPPING ACT (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-9-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO.: _____ PAGE(S) _____
COMPUTER FILE NAME: CASCADES/WELL SITES

LEGAL: SEE ABOVE
SCALE: 1"=200'

WORK ORDER NO.: _____
FILE NO.: WELL EASEMENT 3



Termination of Easement

(FUTURE TERMINATION)

Exhibit H

PREPARED BY AND RETURN TO:
MICHAEL D. CHIUMENTO, III
CHIUMENTO LAW PLLC
145 CITY PLACE, SUITE 301
PALM COAST, FL 32164
Attn: Kelly DeVore

PARTIAL TERMINATION OF EASEMENT
(FUTURE PARTIAL TERMINATION)

THIS PARTIAL TERMINATION OF EASEMENT (“Termination”) is made this ____ day of _____, 2022, by the CITY OF FLAGLER BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 70, Flagler Beach, FL 32136 (the “CITY”).

WHEREAS, pursuant to an Easement dated February 19, 1985 recorded in O.R. Book 253, Page 027, ITT Community Development Corporation, a Delaware corporation, assigned, granted and conveyed to CITY easements as set forth therein, as recorded in the Public Records of Flagler County, Florida and an Easement dated October 2, 1963 between L.E. Wadsworth and Angela Wadsworth, assigned, granted and conveyed to City easements as set forth therein, as recorded in O.R. Book 10, Page 432, and as further amended by O.R. Book 1654, Page 465 and O.R. Book 1654, Page 484, and O.R. Book 2360, Page 1351, Public Records of Flagler County, Florida, (“Easement”); and

WHEREAS, JTL Grand Landings Holdings, LLC, a Delaware limited liability company (“Owner”) and CITY entered into that certain Well Site Relocation Agreement dated on or about _____, 2022, recorded in O.R. Book _____, Page _____, in the Public Records of Flagler County, Florida (“Agreement”) which in part provided for a future relocation of the easement on the Owner’s property and said Agreement required and contemplated the termination of the Easement as it relates to the property described on Exhibit “A”; and

WHEREAS, OWNER requests that CITY terminate the Easement only as it relates to the property described on Exhibit “A” pursuant to the Easement; and

WHEREAS, CITY, now desires to terminate the Easement only as it relates to the property described on Exhibit “A”; and

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

1. The above recitals are true and correct and form a material part of this Termination upon which the parties have relied.

2. CITY hereby permanently terminates and cancels the Easement and hereby agrees that the Easement is of no further force or effect, effective on and from the recording of this Termination, in the public records, and the property encumbered thereby only as described on Exhibit "A" and is hereby released, freed and discharged from the encumbrance thereof.

IN WITNESS WHEREOF, the parties have caused this Termination to be duly executed by fully authorized signatures as of the date first written above.

ATTEST:

THE CITY OF FLAGLER BEACH


Penny Ours heart City Clerk

By: 
SUZIE JOHNSTON, Mayor

Date: 5/11, 2022

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was executed before me, by means of physical presence or online notarization, this 11th day of May, 2022, by Suzie Johnston as Mayor and Penny Ours heart as City Clerk of the City of Flagler Beach, Florida, on behalf of the City, who is personally known to me or () provided the following identification:

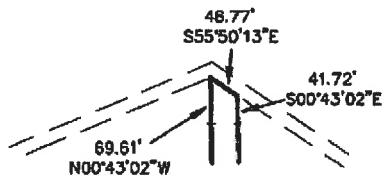
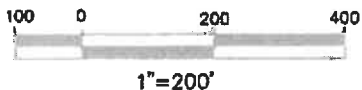


Jeanelle Jarrah
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG946751
Expires 1/13/2024


Notary Public: Jeanelle Jarrah
My Commission Expires: 1/13/2024

EXHIBIT "A"

MAP SHOWING SKETCH AND DESCRIPTION

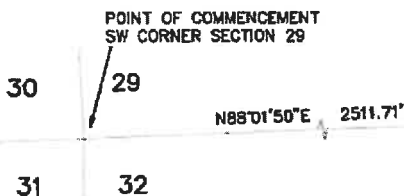


PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING A PORTION OF THAT EASEMENT TO THE CITY OF FLAGLER BEACH RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 27, AND OFFICIAL RECORDS BOOK 1654, PAGE 465, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N88°01'50"E ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2511.71 FEET; THENCE DEPARTING SAID SECTION LINE N01°58'10"W A DISTANCE OF 1379.45 FEET TO THE SOUTHWEST CORNER OF THE EASEMENT TO THE CITY OF FLAGLER BEACH, AFORESAID; THENCE ALONG THE WEST LINE OF SAID EASEMENT N01°45'44"W A DISTANCE OF 1056.29 FEET; THENCE CONTINUING ALONG SAID WEST EASEMENT LINE N00°43'02"W A DISTANCE OF 69.61 FEET; THENCE DEPARTING SAID EASEMENT S55°50'13"E A DISTANCE OF 48.77 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID EASEMENT; THENCE ALONG SAID EAST EASEMENT LINE S00°43'02"E A DISTANCE OF 41.72 FEET; THENCE CONTINUE ALONG SAID EAST EASEMENT LINE S01°45'44"E A DISTANCE OF 1055.77 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT; THENCE DEPARTING SAID EAST EASEMENT LINE AND ALONG THE SOUTH LINE OF SAID EASEMENT S88°32'03"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PART OF SECTION 29
 TOWNSHIP 12 SOUTH, RANGE 31 EAST

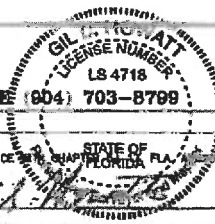
EASEMENT TO
 CITY OF FLAGLER BEACH
 OR 253, PG 27
 AND OR 1654, PG 465
 TO BE ABANDONED

LEGEND
 OR = OFFICIAL RECORDS BOOK
 PG = PAGE
 MB = MAP BOOK



THIS IS NOT A BOUNDARY SURVEY

B. H. AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS L.B. #7800
 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (804) 703-8799



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA (Pursuant to Section 472.027, Florida Statutes)

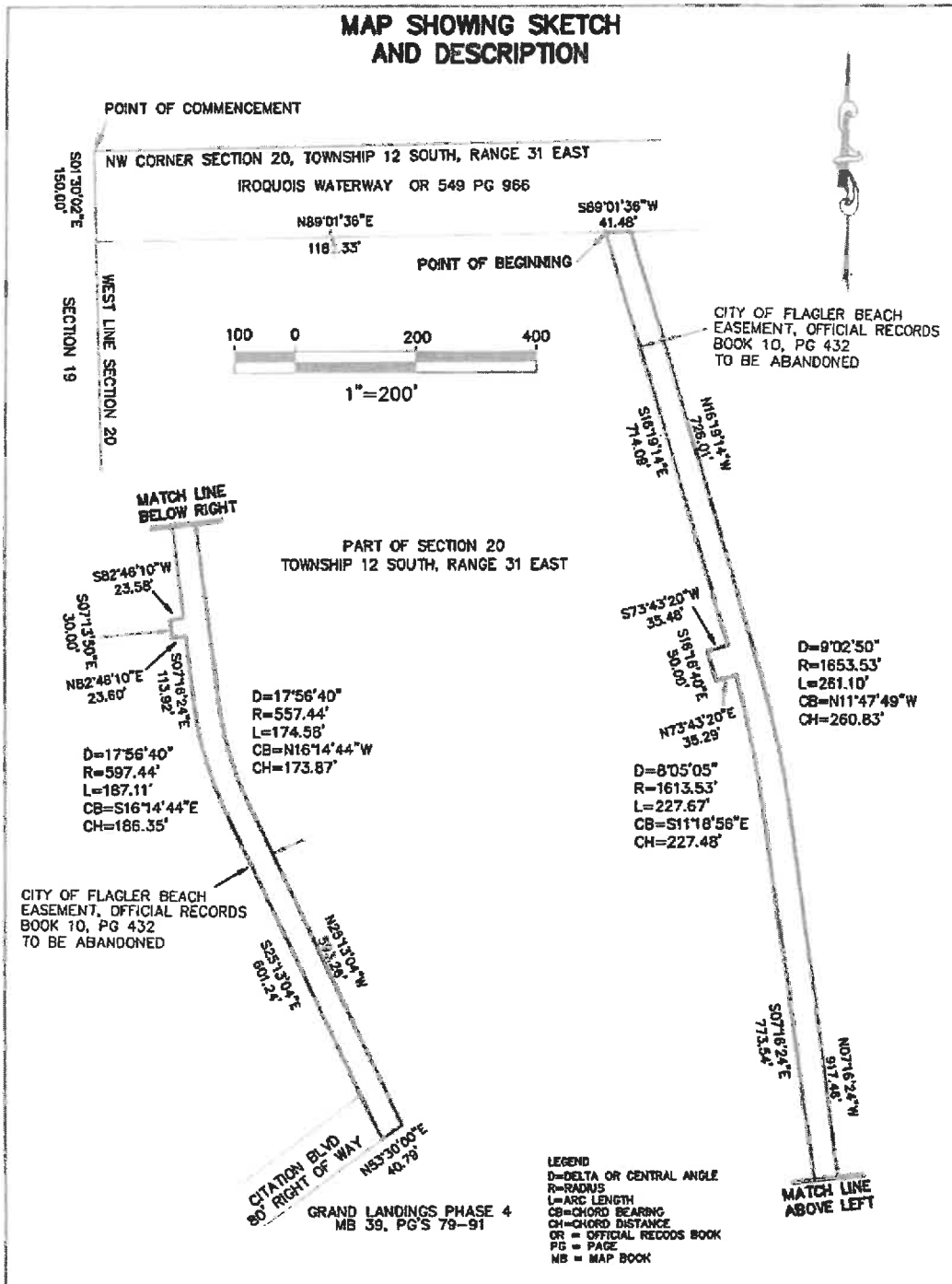
SURVEYED 2-3-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
 LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N88°01'50"E ALONG SOUTH LINE SECTION 29 PER TITLE

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: CASCADES WELL SITES SCALE: 1"=200' PLZ NO.: WELL EASEMENT 4

MAP SHOWING SKETCH AND DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH ORANGE COUNTY, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-2-22

GL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
 LICENSE NUMBER 7800

BEARING DATUM BASED ON S01°14'36"E ALONG THE WEST LINE OF SECTION 20 PER GPS

FIELD BOOK NO: _____ PAGE(S) _____
 COMPUTER FILE NAME: GL UNIT 5 / WELL EASEMENT

LEGAL: SEE ABOVE
 SCALE: 1" = 200'

WORK ORDER NO: _____
 FILE NO: WELL EASEMENT B

**MAP SHOWING SKETCH
AND DESCRIPTION**

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST OF SAID SECTION 20, THENCE S01°30'02"E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION LINE N89°01'36"E ALONG SAID SOUTHERLY LINE A DISTANCE 1182.33 FEET TO THE POINT OF BEGINNING; THENCE S16°19'14"E DEPARTING SAID SOUTH LINE A DISTANCE OF 714.09 FEET; THENCE S73°43'20"W A DISTANCE OF 35.48 FEET; THENCE S16°16'40"E A DISTANCE OF 50.00 FEET; THENCE N73°43'20"E A DISTANCE OF 35.29 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 8°05'05", A RADIUS OF 1613.53 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S11°18'56"E AND A CHORD DISTANCE OF 227.48 FEET; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 227.67 FEET TO THE POINT OF TANGENCY; THENCE S07°18'24"E A DISTANCE OF 773.54 FEET; THENCE S82°46'10"W A DISTANCE OF 23.58 FEET; THENCE 07°13'50"E A DISTANCE OF 30.00 FEET; THENCE N82°48'10"E A DISTANCE OF 23.60 FEET; THENCE S07°18'24"E A DISTANCE OF 113.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 17°56'40", A RADIUS OF 587.44 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S16°14'44"E AND A CHORD DISTANCE OF 188.35 FEET; THENCE ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 187.11 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S25°13'04"E A DISTANCE 501.24 FEET TO A POINT ON THE NORTHERLY LINE OF GRAND LANDINGS PHASE 4, AS RECORDED IN MAP BOOK 39, PAGES 79 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N53°30'00"E ALONG SAID LINE A DISTANCE OF 40.79 FEET; THENCE N25°13'04"W DEPARTING SAID LINE A DISTANCE OF 593.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 17°56'40", A RADIUS OF 587.44 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N16°14'44"W AND A CHORD DISTANCE OF 173.87 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 174.58 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N07°16'24"W A DISTANCE OF 917.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 9°02'50", A RADIUS OF 1653.53 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N11°47'49"W AND A CHORD DISTANCE OF 260.83 FEET; THENCE ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 261.10 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N16°19'14"W A DISTANCE OF 726.01 FEET TO A POINT ON THE SOUTH LINE IROQUOIS WATERWAY, AFORESAID; THENCE ALONG SAID SOUTH LINE S89°01'36"W A DISTANCE OF 41.48 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

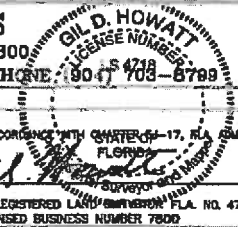
- OR = OFFICIAL RECORDS BOOK
- PG = PAGE
- MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS L.B. #7800

218 UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE: 807-708-8789



I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

SURVEY,

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61-17, F.A.C. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 2-2-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR, FLA. NO. 4718
 LICENSED BUSINESS NUMBER 7800

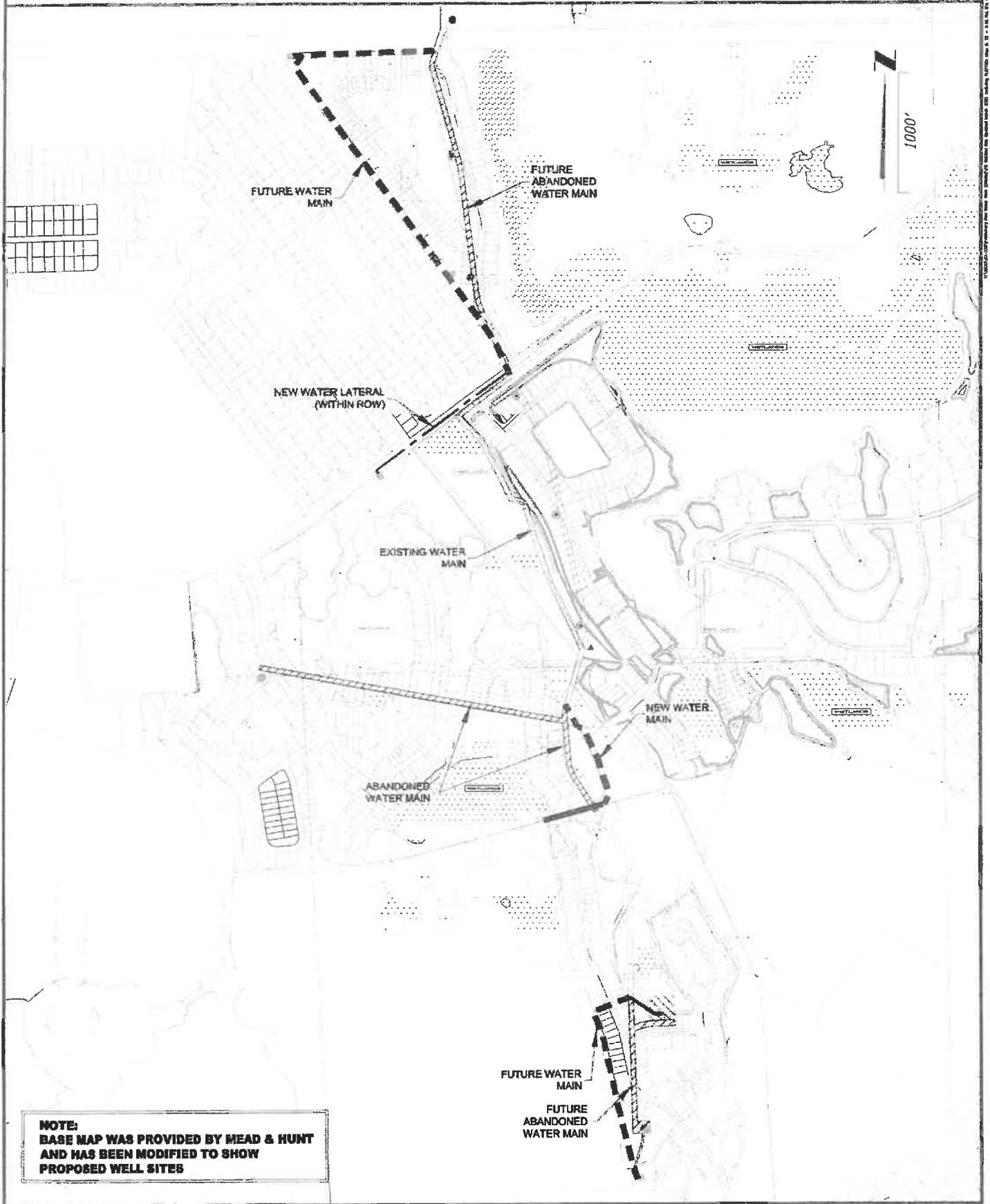
BEARING DATUM BASED ON S01°14'36"E ALONG THE WEST LINE OF SECTION 20 PER GPS

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____
 COMPUTER FILE NAME: GL UNIT 5 WELL EASEMENT SCALE: 1"=200' FILE NO.: WELL EASEMENT 8

City Improvements

Exhibit I

EXHIBIT I CITY IMPROVEMENTS





Staff Report

City Commission Regular Meeting

May 28, 2026

To: City Commission
From: John Cunningham
Meeting Date: May 28, 2026
Item Name: Resolution 2026-43. A Resolution of the City Commission of the City of Flagler Beach, Florida, amending the Employment Agreement of the City Manager to remove any automatic renewal provision; requiring an annual performance evaluation and annual review of the Employment Agreement by the City Commission; providing for implementation; and providing for an effective date.

Background:

Submitted by Commissioner J. Cunningham:

The City Manager serves at the direction of the City Commission and is responsible for the administration and day-to-day operations of the City. As the chief executive officer of the City, the City Manager is entrusted with implementing Commission policy, overseeing municipal operations, managing public resources, and advancing the strategic priorities established by the elected governing body.

Automatic renewal provisions in executive employment agreements can weaken direct oversight and reduce meaningful accountability by allowing a contract to continue without deliberate annual review by the City Commission. The Commission has a fiduciary responsibility to regularly evaluate leadership effectiveness, fiscal management, responsiveness to Commission direction, operational performance, and progress toward City goals and priorities.

Requiring an annual review of the City Manager’s employment agreement in conjunction with a formal performance evaluation ensures that the Commission affirmatively determines whether the terms of the agreement remain appropriate based on the City’s current financial conditions, operational needs, strategic objectives, and community expectations.

An annual review process also establishes a transparent and structured framework for:

- Establishing measurable goals and expectations
- Evaluating leadership performance and organizational effectiveness
- Addressing areas of concern or improvement
- Reviewing compensation and contract terms based upon documented performance
- Ensuring continued alignment between the Commission and executive administration

DISCUSSION:

Most municipalities do not utilize automatic renewal provisions in City Manager employment agreements because the City Manager serves directly at the pleasure of the elected governing body. Municipal governance best practices generally favor active oversight and affirmative annual review rather than passive contract continuation.

Automatic renewals can undermine one of the City Commission's most important responsibilities: regularly evaluating executive leadership and making deliberate decisions regarding continued employment, compensation, contract terms, and organizational performance.

Municipalities commonly avoid automatic renewal clauses for several reasons:

1. They preserve direct accountability to elected officials and the public.
2. They require affirmative public action by the governing body rather than allowing contracts to extend automatically without discussion.
3. They ensure annual performance evaluations occur in a timely and meaningful manner.
4. They provide flexibility for changing financial conditions, policy priorities, operational needs, and community expectations.
5. They reduce the risk of "evergreen" contracts that continuously extend and may increase severance obligations or create unnecessary legal complications.
6. They reinforce transparency by requiring employment discussions and renewal decisions to occur publicly.
7. They strengthen the Commission's oversight authority and governance role.

In many municipalities, City Manager contracts are intentionally structured with fixed terms requiring periodic review and affirmative renewal because the relationship between the governing body and the City Manager is fundamentally based upon confidence, trust, responsiveness, accountability, and performance.

Professional municipal governance organizations, including the International City/County Management Association, emphasize the importance of regular performance evaluations, measurable goal setting, accountability standards, and ongoing executive oversight as recognized best practices in local government management. Removing automatic renewal language does not prohibit future renewals or long-term employment stability. A properly structured annual evaluation process still allows the City Commission to renew, extend, or amend the agreement when performance is satisfactory and continued leadership is in the best interest of the City. The key distinction is that continuation of the agreement occurs through deliberate public action following review and evaluation rather than through automatic extension without formal Commission consideration.

Fiscal Impact:

None associated with removal of the automatic renewal provision. Annual evaluations may assist the Commission in better aligning compensation and contract terms with documented

performance and current fiscal conditions.

Staff Recommendation:

Commissioner Cunningham's recommendation is for a motion to direct the City Attorney to prepare an amendment to the City Manager Employment Agreement removing any automatic renewal provision and requiring annual review of the agreement in conjunction with a formal annual performance evaluation by the City Commission.

Attachments:

1. 2026-43
2. Contract Agreement

RESOLUTION NO. 2026-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT OF THE CITY MANAGER TO REMOVE ANY AUTOMATIC RENEWAL PROVISION; REQUIRING AN ANNUAL PERFORMANCE EVALUATION AND ANNUAL REVIEW OF THE EMPLOYMENT AGREEMENT BY THE CITY COMMISSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is responsible for the appointment, oversight, supervision, and evaluation of the City Manager pursuant to the Charter and laws of the State of Florida; and

WHEREAS, the City Commission finds that automatic renewal provisions in employment agreements may reduce direct annual oversight and accountability by the governing body; and

WHEREAS, the City Commission desires to ensure that the City Manager's employment agreement is reviewed annually in conjunction with a formal performance evaluation process; and

WHEREAS, the City Commission finds that requiring annual review and affirmative Commission action regarding the City Manager's contract is in the best interests of the citizens of Flagler Beach and promotes transparency, accountability, and sound municipal governance.

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

SECTION 1. RECITALS.

The foregoing recitals are hereby ratified and incorporated herein as findings of the City Commission.

SECTION 2. REMOVAL OF AUTOMATIC RENEWAL PROVISION.

The City Commission, pursuant to the existing Agreement with the City Manager gives notice of its intent to not have the Agreement automatically renew and the end of the initial terms and, hereby directs the City Attorney to prepare an amendment to the City Manager Employment Agreement removing any provision providing for automatic renewal or automatic extension of the agreement.

SECTION 3. ANNUAL PERFORMANCE EVALUATION AND CONTRACT REVIEW.

The City Manager shall undergo an annual performance evaluation conducted by the City Commission at a publicly noticed meeting in accordance with applicable Florida law.

Following completion of the annual evaluation and prior to the next renewal period after such performance review, the City Commission shall review the terms of the employment agreement and determine whether any renewal, extension, amendment, compensation adjustment, or modification is warranted upon expiration of the applicable term of the Agreement.

Any renewal or extension of the agreement shall require affirmative approval by the City Commission through official action taken at a duly noticed public meeting.

SECTION 4. IMPLEMENTATION.

The City Attorney and City Administration are authorized and directed to take all actions necessary to implement this Resolution and prepare any required contract amendments consistent with the intent of the City Commission.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Flagler Beach, Florida, this ____ day of _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA

By: _____
Patti King, Mayor

ATTEST:

By: _____
Penny Overstreet City Clerk

Approved as to form and legality:

D. Andrew Smith, III City Attorney

CITY MANAGER EMPLOYMENT AGREEMENT

Introduction

This City Manager Employment Agreement ("the Agreement") is made and entered into this 27th day of July, 2023, by and between the **City of Flagler Beach** a Florida municipal corporation, (hereinafter called "Employer") and **Dale L. Martin**, (hereinafter called "Employee") an individual who has experience in local government management, both of whom agree as follows:

Section 1: Term

The initial term of Employee's employment with Employer shall commence on July 29, 2023 and terminate at the close of business on the third anniversary following such date ("Initial Term"), subject to the provisions for early termination as set forth herein. The term of employment shall be automatically renewed for additional successive one year terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless either party gives written notice to the other at least sixty (60) days prior to the otherwise scheduled termination of the Initial Term or Renewal Term that he or it, as the case may be, does not intend the Term of employment to continue beyond such anniversary. The City Commission of the City of Flagler Beach may terminate Employee's employment as provided in Section 3.02 of the City Charter during the Term in a manner consistent with the provisions of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the City Charter and City Code of Ordinances and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Employer agrees to pay Employee an starting annual base salary of \$156,000, payable in installments at the same time the other management employees of Employer are paid. On October 1, 2023, Employee's annual base salary shall be increased to \$165,000. Subsequently, Employer may increase the compensation of Employee dependent upon the results of an annual performance evaluation conducted by the City Commission.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the full premiums for health insurance for the Employee, and to provide dental, vision, disability and life insurances for Employee to the same extent such benefits are, at the time of this Agreement or in the future, provided to any management employee of Employer consistent with Employer's approved benefits package. In addition, Employer shall pay one-half of the premiums for Employee's spouse to participate in Employer's group health insurance plan. Employer shall extend to Employee any benefits provided to any management employee of Employer consistent with Employer's approved benefits package related to spousal insurance coverage that may become available in the future.

Section 5: Vacation, Annual Leave and Sick Leave

Employee shall be given all scheduled holidays allowed to other general employees.

Employee shall commence employment with 40 hours of annual leave and 32 hours of sick leave.

Employee shall accrue annual leave days at the maximum rate of 120 hours per year throughout the duration of this Agreement. Employee shall not use more than two (2) consecutive weeks of annual leave days during any year of his employment without the advance agreement of Employer to such use, or unless the result of an extenuating circumstance such as flight cancelation, sickness, weather delay, et cetera. Employee is entitled to carry over annual leave days from one year to the next up to a maximum of 120 hours of Employee's annual accrual. The City Commission, by affirmative vote on a case by case basis, may in its sole discretion allow Employee to carry over more than 120 hours of Employee's annual accrual from one year to the next.

Employee shall also accrue 8 hours per month of sick leave per each year of employment in accordance with the personnel policy manual of Employer, including any rollover and use limits placed thereon, as same may be amended by Employer from time to time. Said sick leave is not compensable upon Employee's cessation of employment with Employer for any reason.

Section 6: Automobile Allowance

Employer shall reimburse Employee at the IRS standard mileage rate for any official business use of his personal vehicle. It is understood that the IRS standard mileage rate may go up or down as set by the IRS from time to time.

Section 7: Retirement Benefits

Employer shall contribute to an IRS 401(a) plan on behalf of Employee at the rate of 6.5% of Employee's salary, which is the same percentage of salary that is contributed for other general employees of the City.

In addition to Employer's 401(a) contribution referenced above, Employer agrees to execute all necessary agreements or documents to allow Employee's participation or continuation in the Section 457 deferred compensation plan of Employee's choosing.

Section 8: Professional Development, Dues and Subscriptions; Cell Phone

Employer agrees to budget for and to pay for Employee's professional license fees and continuing professional education classes required for the Employee to maintain his professional license.

Additionally, Employer agrees to budget for and to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the approval of the Employer and in accordance with City policies.

Employee may use his personal cell phone for City related calls and understands the implications of public records law in making such decision. For so long as Employee uses his personal cell phone for City related business, Employee shall receive a cell phone allowance of fifty dollars (\$50.00) per month. If at any time Employee decides to accept a City paid cellular account for City related business, the cell phone allowance shall be removed from the compensation package.

Section 9: No Reduction in Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except in the case of such a reduction across the board for all department heads of Employer, and then only in the same proportion to those department heads.

Section 10: Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Head, not including items which are already covered by this Agreement.

Section 11: Termination

Any one of the following acts or events shall constitute termination of this Agreement and Employee's employment under it:

1. A vote of the City Commission pursuant to City Charter Section 3.02 to terminate this Agreement and Employee's employment under it without cause.

2. A vote of the City Commission pursuant to City Charter Section 3.02 to terminate this Agreement and Employee's employment under it for cause. For purposes of this paragraph "cause" shall be defined to mean:

- a. the commission by Employee of any embezzlement or other act of dishonesty toward the Employer;
- b. the conviction, including by plea of no contest, of Employee for any felony;
- c. willful damaging of Employer's real or personal property;
- d. abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;
- e. willfully causing physical injury to any other employee of Employer;
- f. the commission by Employee of unlawful sexual harassment of any other employee of Employer;
- g. any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;
- h. the physical or mental incapacity of Employee, as determined by an independent third party physician, which renders Employee unable to perform his duties and which lasts for ninety (90) consecutive days.
- i. employee's decision to move somewhere other than within the City of Flagler Beach after relocating to the City in accordance with this Agreement.
- j. any act of misconduct as defined in Section 443.036(30), Florida Statutes.

With respect to subsections (a), (c), (d), (e), (f), (g), and (j) above, no "cause" shall be deemed to exist unless and until an independent third party investigator appointed by Employer issues a determination that Employee has engaged in conduct constituting "cause".

3. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute formal termination of this Agreement.

4. Employee's written declaration of termination following a request for his resignation by Employer or an offer of Employer to accept his resignation.

5. Employee's written declaration of termination following a breach of this Agreement by Employer, including without limitation a failure by Employer to pay to Employee any of the compensation or benefits due pursuant to this Agreement. Such declaration of termination shall only be effective after Employee has provided written

notice to Employer of the breach and at least sixty (60) days for the Employer to cure the breach. Such notice period shall not be shortened except by mutual agreement by the parties. In the event any breach is cured prior to the expiration of the cure period, the termination pursuant to this paragraph shall not become effective.

6. The death of Employee.

Section 12: Severance

.Except as otherwise expressly provided herein, if Employee's employment is terminated as defined in Section 12 during the Initial Term or any Renewal Term, Employer shall provide Employee severance equal to twenty (20) weeks. No severance shall be paid to Employee if Employee's employment is terminated for the reasons described in Section 12, Paragraph 2, or Section 12, Paragraph 6.

As additional severance, Employee shall also be compensated for all accrued annual leave days.

For the period of time following Employee's termination equal to the number of months for which Employee is receiving severance, Employer shall pay, as a lump sum, its normal Employer portion of Employee's health insurance and any other insurance for which the Employer pays a portion at the time of termination for Employee and dependants, if any.

Severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. All required and applicable payroll deductions will be made from any such payment.

Section 13: Resignation

In the event that Employee voluntarily resigns his position with Employer for reasons other than those set forth in Section 12 above, Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise and shall not be entitled to any severance. In the event the parties agree to a shorter notification period for resignation, such agreement shall in no event be interpreted as Employer exercising a termination of Employee.

Section 14: Performance Evaluation

Employer shall annually review the performance of Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer. Employer shall make reasonable efforts to conduct this performance review in August of each year or as soon thereafter as reasonably possible.

Section 15: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be

allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

Section 16: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 17: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/or indemnify Employee.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such

terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO EMPLOYER: Mayor
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

TO EMPLOYEE: Dale L. Martin
92016 Woodlawn Drive
Fernandina Beach, FL 32034

Either party may update its or his address for notice as necessary from time to time.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: Residency; Relocation and Housing Stipend

City Charter Section 3.01 requires the City Manager to reside in the City of Flagler Beach. Employee shall within ninety (90) days from the commencement of his employment pursuant to this Agreement relocate to a permanent residence located within the City of Flagler Beach. The City Commission by affirmative vote may upon good cause shown extend this period for up to an additional ninety (90) days.

Employer shall pay Employee a relocation stipend in the amount of \$15,000.00 to be used by Employee solely for moving expenses and temporary housing costs. Such stipend shall be paid to Employee in a lump sum with his first regularly-scheduled paycheck. Employee shall retain receipts for all moving expenses and temporary housing costs and shall return to the City any portion of the stipend not used within 180 days of the date of this agreement.

Section 22: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

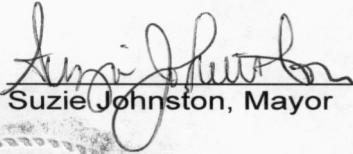
B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 29, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

"EMPLOYER"

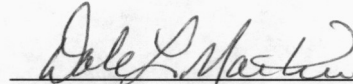
City of Flagler Beach



Suzie Johnston, Mayor

"EMPLOYEE"

Dale L. Martin



Dale L. Martin





Staff Report

City Commission Regular Meeting

May 28, 2026

To: City Commission
From: Crystal Nobre, Utility Billing Manager
Meeting Date: May 28, 2026
Item Name: Ordinance 2026-09. An Ordinance by the City of Flagler Beach, Florida, amending Article V, Development Design and Improvement Standards of the City of Flagler Beach Land Development Regulations relating to Utility Services, amending Section 5.03.02, Deferment of Charges Due to Broken Waterlines, Etc. to provide for credits or adjustments in utility charges under certain conditions; establishing procedures for determining eligibility, calculating and approving adjustments; creating Section 5.03.43, "Data Logs," to provide for the collection, transmission, and review of water meter data; providing for authorized access for inspection and establishing water meter data collection, transmission, and review procedures; providing for codification, severability, conflicts and for an effective date (Second [Final] Reading).

Background:

Ordinance 2026-09 passed first reading unanimously, at the April 23, 2026, meeting. This ordinance amends Section 5.03.02 to establish standardized criteria and procedures for both residents and staff to assist in granting adjustments due to broken waterlines and similar circumstances. Additionally, 5.03.43 introduces new requirements for the collection, transmission, and review of water meter data to improve the City's ability to monitor consumption, identify potential issues, and support informed decision-making.

Fiscal Impact:

The proposed ordinance is not expected to have a significant fiscal impact. A \$25 administrative fee will be assessed for excessive requests for water meter data logs, which is intended to offset staff time and administrative costs associated with fulfilling such requests.

Staff Recommendation:

Staff recommends adoption of Ordinance 2026-09 on Second (Final) Reading.

Attachments:

1. Ord. No. 2026-X - utility bill adjustments and meter logs DRAFT (v1) (DAS rev 040226) 1
2. 2026-09 Affidavit

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Sec. 5.03.00. – Utilities.

* * * *

Sec. 5.03.02. - Deferment of charges due to broken waterlines, etc.

~~In those instances where customers receive utility service bills which are due and payable, but vary from their normal monthly bill as a result of accidental broken waterlines or other plumbing failure or defects, where the water did not enter the sewer system, the city manager may, upon request of the customer, issue a credit for the amount of the sewer flow adjustment. The leak adjustment request must be made on a form approved by the city and include evidence that the leak is now repaired, either by including a paid invoice or a receipt for parts used in the repair. The city will issue no credits for water or sewer charges due to pool filling, lawn irrigation, or leaking plumbing fixtures, except as otherwise set forth herein. The city may issue a one-time per calendar year sewer adjustment for a pool fill related to a leak.~~

~~If any utility customer questions the monthly reading of their meter, upon customer requests, the city will re-read the customer's water meter to verify the existing reading. A service charge will be added to the customer's account for this service in accordance with the city's adopted utility fee schedule. In any case, where the initial reading is found to be incorrect, or in cases where there is a documented leak and a sewer credit is issued, this charge will be refunded.~~

When a customer receives a utility bill that significantly exceeds their typical monthly charges due to a verified leak on the customer's side of the meter, and the lost water did not enter the sewer collection system, the city's utility billing department may, upon request from the customer, issue a credit adjustment. The credit will be calculated based on the customer's average consumption over a designated period.

- (1) Eligibility requirements. To be considered for a leak adjustment, the customer must:
 - (a) Submit a request using a form approved by the city.
 - (b) Provide verification that the leak has been repaired, demonstrated by a paid service invoice or a receipt for materials used in the repair.
- (2) Ineligible adjustments. Any leak resulting in water entering the sewer collection system is not eligible for adjustment under this section. In addition, a water leak resulting from any of the following, as determined by the city in its sole discretion, shall be ineligible for adjustment under this section:
 - (a) Leaking plumbing fixtures (e.g., toilets, faucets, water heaters, or water filtration systems).
 - (b) Faucets, hoses, or other outlets left running (e.g., garden hoses bursting, outdoor showers left on).

- 94
95 (c) Undetermined or unexplained water loss.
96
97 (d) Water used for irrigation, lawns, gardens, or new sod.
98
99 (e) Faulty irrigation timers or broken sprinkler heads.
100
101 (f) A property left vacant or abandoned without reasonable care for the plumbing system.
102
103 (3) Calculation of adjustments.
104
105 (a) Upon the city's approval of a requested adjustment, the adjusted balance will be
106 calculated using an average of twelve months' sewer consumption. If a twelve-month
107 history is not available, the first three (3) months without a leak will be used.
108
109 (b) Credits are limited to two (2) billing cycles per leak.
110
111 (c) Sewer adjustments will only be approved if the customer or business has not received an
112 adjustment within the most recent twelve-month period.
113
114 (d) Excessive or repeated leaks may be reviewed and considered on a case-by-case basis.
115
116 (4) Residential swimming pools. A customer may request an adjustment to their sewer bill by
117 notifying the city prior to draining and refilling a residential swimming pool. Following
118 notification, the city may adjust wastewater charges based on the customer's average usage.
119 No adjustment shall be provided for water usage. This adjustment may be requested only one
120 time in a rolling twelve-month period. Adjustments totaling 2,500 gallons or less will not be
121 approved.
122
123 (5) Final approval. The city manager shall have final approval of any adjustment of user charges
124 pursuant to this section. The determination of the city manager shall be final and is not subject
125 to appeal.

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127 * * * *

128
129 **Sec. 5.03.43. - Data logs.**

- 130
131 (1) Purpose. The purpose of this section is to establish procedures for the collection,
132 transmission, and review of water meter data to ensure accurate billing, efficient utility
133 operations, and timely leak detection.
134
135 (2) Authorized access. Authorized city representatives, including meter technicians and other
136 designated personnel, shall have reasonable access during normal working hours to any
137 premises where water meters are installed. Such access is for the purpose of, and shall be
138 limited to, conducting a meter reading, inspection, maintenance, or data collection.
139

140 (3) Data collection and transmission. Meter technicians shall electronically transmit collected
141 water meter data while on-site, allowing designated city personnel to review and evaluate
142 water usage patterns.

143
144 (4) Requests for review. A customer may submit a request to the city to have designated
145 personnel review the customer’s water usage data for the purpose of leak detection.
146 Customer-initiated data reviews for leak detection shall be limited to three (3) occurrences
147 within any six-month period without charge. Any additional data review or related activities
148 within such six-month period shall be billed to the customer’s utility account in accordance
149 with the rate schedule established under Section 5.03.39.

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151 * * * *

152
153 **SECTION 3. Codification.** It is the intent of the City Commission of the City of Flagler
154 Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and
155 liberal authority in codifying the provisions of this Ordinance.

156
157 **SECTION 4. Severability.** Should any word, phrase, sentence, subsection, or section be held
158 by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then
159 that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance
160 and all other words, phrases, sentences, subsections, or sections shall remain in full force and
161 effect.

162
163 **SECTION 5. Conflicts.** All ordinances or parts thereof in conflict herewith are repealed to
164 the extent of such conflict.

165
166 **SECTION 6. Effective Date.** This Ordinance shall take effect immediately upon its passage
167 and adoption.

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170 **PASSED UPON** the first reading of the City Commission on the _____ day of _____
171 2026.

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173 **PASSED UPON** the second and final reading of the City Commission on the _____ day of
174 _____ 2026.

175
176 **CITY OF FLAGLER BEACH, FLORIDA**

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179
180 _____
Patti King, Mayor

181 **ATTEST:**
182
183
184 _____
185 Penny Overstreet, City Clerk

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

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

Municipal - Public Hearing

in the matter of
NOTICE OF PUBLIC HEARING-ORDINANCE NO. 2026-09

was published in said newspaper by print in the issue(s) of:
May 7, 2026

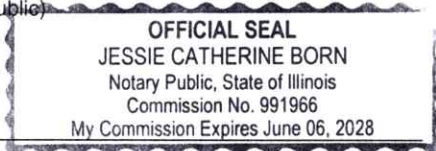
and by publication on the newspaper's publicly available website, if authorized, on May 7, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me this
This 7th day of May, 2026.

(Signature of Notary Public)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification

Type of identification produced

The City of Flagler Beach proposes to adopt the following ordinances entitled:

ORDINANCE NO. 2026-09
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ARTICLE V, "DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS," OF THE CITY OF FLAGLER BEACH LAND DEVELOPMENT REGULATIONS RELATING TO UTILITY SERVICES; AMENDING SECTION 5.03.02., "DEFERMENT OF CHARGES DUE TO BROKEN WATERLINES, ETC." TO PROVIDE FOR CREDITS OR ADJUSTMENTS IN UTILITY CHARGES UNDER CERTAIN CONDITIONS; ESTABLISHING PROCEDURES FOR DETERMINING ELIGIBILITY, CALCULATING, AND APPROVING ADJUSTMENTS; CREATING SECTION 5.03.43., "DATA LOGS," TO PROVIDE FOR THE COLLECTION, TRANSMISSION, AND REVIEW OF WATER METER DATA; PROVIDING FOR AUTHORIZED ACCESS FOR INSPECTION AND ESTABLISHING WATER METER DATA COLLECTION, TRANSMISSION, AND REVIEW PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

City Commission: Thursday, May 28, 2026, at 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.

7763-344487



Staff Report

City Commission Regular Meeting

May 28, 2026

To: City Commission
From: Crystal Nobre, Utility Billing Manager
Meeting Date: May 28, 2026
Item Name: Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date (First Reading).

Background:

Ordinance 2026-12 establishes standardized criteria and procedures for both residents and staff in the evaluation and approval of adjustments related to utility billing, service impacts, repairs, and customer-incurred costs. By replacing unrestricted requests with clearly defined guidelines, the Ordinance promotes consistent, efficient, and equitable review of adjustment requests.

Through the establishment of eligibility criteria, defined processes, and updated operational tools, the City seeks to enhance transparency, accountability, and overall service delivery.

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval of Ordinance 2026-12 on First Reading.

Attachments:

1. 2026-12 1st reading

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ORDINANCE 2026-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH RELATED TO CREDITS AND ADJUSTMENTS TO UTILITY BILLS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to adopt a policy regarding utility billing adjustments addressing situations where customers may be impacted by system disruptions; and

WHEREAS, while in most cases utility disruptions do not cause increased consumption and billing and, therefore, do not necessitate billing adjustments, in order to ensure equitable treatment of customers while protecting the financial stability of the City’s utilities, the City Commission finds it to be in the best interest of the City and its residents to adopt standards for when adjustments may be considered and a process for review of same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH THAT:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION 2. AMENDMENTS TO THE CITY OF FLAGLER BEACH CODE OF ORDINANCES

Chapter 2, Article VI, of the City of Flagler Beach Code of Ordinances is amended by adding the following (Note: additions to the Code are identified by underscore text):

ARTICLE VI – UTILITY PAYMENTS

Sec. 2-151. Credits and Adjustments to Utility Billing.

(a) General limitation on credits and adjustments.

Utility customers shall not be eligible for automatic credits or adjustments to any portion of their utility bills, including water, sewer, or other utility-related charges, due to any service disruptions resulting from circumstances beyond the City’s control including, but not limited to, weather-related events, water main breaks, or service-related issues. Utility services are billed based on metered consumption or applicable rate structures, and interruptions or system failures do not typically necessitate a billing adjustment.

36 (b) Adjustments for unique circumstances.

37
38 Notwithstanding subsection (a), above, the City may, of its sole discretion,
39 authorize a billing adjustment when all of the following conditions are met:

- 40 (1) The increased usage or billing impact is directly attributable to a failure
41 within infrastructure owned or maintained by the City;
- 42 (2) The condition resulted in measurable and abnormal consumption or charges
43 associated with a specific customer account;
- 44 (3) The City failed to correct the issue within a reasonable timeframe after
45 discovery or notification; and
- 46 (4) The customer did not contribute to, cause, or exacerbate the condition.

47 Any adjustment issued under this subsection shall be limited to the portion of
48 charges determined to be directly attributable to the failure within the City-owned
49 infrastructure and shall be consistent with all other applicable City policies
50 governing specific utility components.

51 (c) Repairs and Customer-Incurred Costs.

52 Credits or reimbursements for costs incurred by customers for private
53 plumbing repairs, leak detection, or related services shall not be considered unless
54 expressly authorized by the City Commission or as required by law.

55 (d) Burden of Proof.

56 The party requesting the adjustment bears the responsibility of providing
57 sufficient documentation to support, by competent substantial evidence, any
58 request for adjustment, including but not limited to repair invoices, photographs, or
59 third-party verification, where applicable.

60 (e) Administrative Authority.

61 The City Manager or designee is authorized to review all requests and
62 determine eligibility for adjustments in accordance with this Section.

63 **SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with this
64 ordinance are hereby repealed to the extent of such conflict.

65 **SECTION 4. Codification.** It is the intent of the City Commission of the City of Flagler
66 Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and
67 liberal authority in codifying the provisions of this Ordinance.

