

Planning and Zoning

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4009

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FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD

Government Services Building

Board Chambers

1769 East Moody Blvd. Bldg 2, Bunnell, Florida 32110

MEETING

A G E N D A

DATE – June 12, 2018

TIME – 6:00 P.M.

1. Roll Call.
2. Pledge to the Flag.
3. Approval of May 8, 2018 regular meeting minutes.

Quasi-Judicial Process: The audience should refrain from clapping, booing or shouts of approval or disagreement. To avoid potential legal ramification and possible overturning of a decision by the Courts, a public hearing must be fair in three respects: form, substance and appearance.

Time limits will be observed:

- Staff – 10 minute presentation.
 - Applicant – 15 minute presentation (unless time extended by consensus of Board).
 - Public Comment – 3 minutes per speaker, 5 minutes if speaking on behalf of a group.
 - Applicant Rebuttal and Closing Staff Comments – 10 minutes each.
4. Quasi-judicial requiring disclosure of ex parte communication:
Application #3137 – APPLICATION FOR REZONING – request for rezoning from AC (Agriculture) to PUD (Planned Unit Development); Parcel Numbers: 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, and 21-12-29-5550-00090-0032; 20+/- acres. Owner: Ralph Santore and Sons, Inc.; Applicant: Ralph John Santore III.
Project #2018050028 (TRC, PDB, BOCC)

5. Staff Comments.
6. Board Comments.
7. Public Comments – Each speaker will be allowed up to three minutes to address the Planning and Development Board on any item or topic not on the agenda.
8. Adjournment

PLEASE TAKE NOTICE THAT INDIVIDUAL COMMISSIONERS OF THE BOARD OF COUNTY COMMISSIONERS MAY ATTEND THIS EVENT. THE COMMISSIONERS WHO ATTEND WILL NOT TAKE ANY ACTION OR TAKE ANY VOTE AT THIS MEETING. THIS IS NOT AN OFFICIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY. THIS NOTICE IS BEING PROVIDED TO MEET THE SPIRIT OF THE SUNSHINE LAW TO INFORM THE PUBLIC THAT COMMISSIONERS MAY BE PRESENT AT THESE DISCUSSIONS.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE PLANNING & ZONING DEPARTMENT AT (386) 313-4009 AT LEAST 48 HOURS PRIOR TO THE MEETING.

**FLAGLER COUNTY
PLANNING AND DEVELOPMENT BOARD
REGULAR MEETING
Flagler County Government Services Building
Board Chambers
1769 East Moody Blvd., Bunnell, FL
MEETING MINUTES
Tuesday, May 8, 2018 at 6:00 P.M.**

Draft

1 **MEMBERS PRESENT:** Michael Boyd, Vice-Chairman Timothy Conner, Anthony Lombardo, and
2 Lauren Kornel

3
4 **MEMBERS ABSENT:** Chairman Mark Langelo (excused)
5

6 **STAFF PRESENT:** Sally Sherman, Senior Special Projects Coordinator; Adam Mengel, Planning
7 Director; and Gina Lemon, Development Review Planner III

8
9 **BOARD COUNSEL:** Kate Stangle, with Broad and Cassel
10

11 **Vice-Chairman Conner** called the meeting to order
12

13 1. **Roll Call.**

14 Attendance was confirmed by Ms. Lemon and a quorum was present.
15

16 2. **Pledge of Allegiance.**

17 Vice-Chairman Conner led the Pledge of Allegiance to the Flag.
18

19 3. **Approval of the April 10, 2018 regular meeting minutes.**
20

21 *Motion to approve the April 10, 2018 minutes by Ms. Kornel and seconded by Mr. Boyd.*
22

23 *Approved unanimously.*
24

25 4. Quasi-judicial requiring disclosure of ex parte communication:

26 Application #3131 – **APPLICATION FOR VARIANCE** – request for a 15 foot rear yard
27 setback variance for a screen porch at 31 Treetop Circle. Parcel Number: 03-13-31-5120-1A060-
28 0310; 10,024+/- square feet. Owners/Applicants: Wayde L. Sumerix and Denise Faulk.
29

30 **Vice-Chairman Conner** asked for ex-parte disclosures; no disclosures were made.
31

32 **Mr. Adam Mengel, Planning Director**, presented the staff report and staff recommendation:
33

34 Staff recommends that the Planning and Development Board find that all the variance criteria as
35 listed in the guidelines at the Land Development Code Section 3.07.03E have been met and
36 therefore approved the 12 foot rear yard setback variance from the minimum 15 foot rear yard
37 setback for the replacement of an existing screen porch at 31 Treetop Circle.
38
39

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1 **Vice-Chairman Conner** asked if the area behind the home owned by the Homeowners
2 Association is within a conservation easement or protected land and is there any utilities in that
3 area?
4

5 **Mr. Mengel** responded that the property is not conservation but is part of the community
6 stormwater system and is not aware of any utilities in the easement that runs along the rear of the
7 property.
8

9 **Ms. Kornel** asked if there was any comments from the surrounding property owners.
10

11 **Mr. Mengel** responded no.
12

13 **Vice-Chairman Conner** asked the applicant if they wanted to make a presentation.
14

15 **Wayde Sumerix, 31 Treetop Circle, Applicant**, gave a brief overview of his request and
16 provided the Board with a handout that is attached to these minutes as Exhibit "4-1" depicting the
17 screen porch Pre- and Post-Hurricane Irma and the basis for his request.
18

19 **Vice-Chairman Conner** opened the Public Hearing. Seeing none he closed the Public Hearing
20

21 **Vice-Chairman Conner** asked if the Board had any additional questions. Seeing none, he asked
22 for a motion.
23

24 *Motion to approve the staff recommendation of a 12 foot rear yard setback variance made by*
25 *Ms. Kornel, seconded by Mr. Lombardo.*
26

27 *Motion carried unanimously.*
28

29 5. Legislative not requiring disclosure of ex parte communication:

30 Application #3134 – **APPLICATION FOR A FLUM (FUTURE LAND USE MAP)**
31 **AMENDMENT LESS THAN 10 ACRES** – request for a Future Land Use Map amendment
32 from Mixed Use: Low Intensity, Low- to Medium-Density (MUL) to Residential Medium Density
33 (RMD) for a 29 lot residential subdivision. Parcel Number: 04-11-31-2984-000E1-0180; 7.77+/-
34 acres. Owner: Oare Associates, LLC/Applicant: Robert E. Dickinson, RLA, Dickinson
35 Consulting, Inc.
36

37 **Mr. Mengel, Planning Director**, presented the staff report and staff recommendation:
38

39 Staff recommends the Planning and Development Board recommend to the Board of County
40 Commissioners approval of Application #3134, a Future Land Use Map amendment form Mixed

**FLAGLER COUNTY
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1 Use: Low Intensity, Low to Medium- Density to Residential Medium Density for parcel #40-11-
2 31-2984-000E1-0180, finding that the Future Land Use Map is consistent with the Goals,
3 Objectives, and Policies of the adopted Comprehensive Plan.
4

5 **Vice-Chairman Conner** asked the applicant if the applicant would like to make a presentation.
6

7 **Robert Dickinson, Dickinson Consulting, 33 Old Kings Road North, Applicant**, stated that
8 Mr. Mengel gave a thorough presentation and he will be available for any questions.
9

10 **Vice-Chairman Conner** asked if anyone in the public would like to speak on this item; seeing
11 none, Mr. Conner asked if the Board had any additional questions. Seeing none, he asked for a
12 motion.
13

14 *Motion to approve staff recommendation made by Ms. Kornel, seconded by Mr. Boyd.*

15 *Motion carried unanimously.*
16
17

- 18 6. Quasi-judicial requiring disclosure of ex parte communication:
19 Application #3133 – APPLICATION FOR SITE DEVELOPMENT PLAN IN A PUD
20 **(PLANNED UNIT DEVELOPMENT)** – request for review of a Site Development Plan in a
21 PUD for Renaissance at Hammock Dunes. Parcel Number: 04-11-31-2984-000E1-0180; 7.77+/-
22 acres. Owner: Oare Associates, LLC/Applicant: Robert E. Dickinson, RLA, Dickinson
23 Consulting, Inc.
24

25 **Vice-Chairman Conner** asked for ex-parte disclosures; no disclosures were made.
26

27 **Mr. Mengel, Planning Director**, presented the staff report and staff recommendation:
28

29 Staff recommends the Planning and Development Board recommend to the Board of County
30 Commissioners approval of Application # 3133, Site Development Plan for Renaissance at
31 Hammock Dunes, finding that the proposed PUD Site Development Plan and PUD Development
32 Agreement are consistent with the Comprehensive Plan and the Land Development Code.
33

34 **Vice-Chairman Conner** asked if the PUD Plat comes back for approval, does that require
35 participation of the Dunes Community or is it just limited to this subject parcel?
36

37 **Mr. Mengel** responded that it would be limited to the subject parcel.
38

39 **Vice-Chairman Conner** asked the applicant if the applicant would like to speak.
40

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1 **Robert Dickinson, Dickinson Consulting, 33 Old Kings Road North, Applicant,** stated the
2 request is illustrated on the site plan. He spoke of the unique shape of this parcel and the
3 appendage going out to A1A, adding historically this has always been for emergency and
4 construction access. This dimension was based on the bridge having a ramp that was a clover leaf
5 design that took you back to A1A so you would not have to go to the intersection and turn left
6 and go to A1A. The shape of this parcel was done with the intention that it was going to be a
7 roadway connection through that property: before it was a greenway, it was conservation land
8 within the Hammock Dunes DRI. Our intention is to be cooperative with the County for that
9 requested connection in a very environmental and sensitive way. It will be used during
10 construction and then it will be grassed over and only be a secondary emergency access as
11 required by the County.

12
13 **Vice-Chairman Conner asked** if there would be anything impeding foot traffic over the grassed
14 area after construction is completed for emergency access?

15
16 **Mr. Dickinson** responded not at all.

17
18 **Jay W. Livingston, Esq., Livingston & Sword, P.A, 393 Palm Coast Pkwy SW,** representing
19 the applicant, clarified some history of the road and provided some additional documentation for
20 the record as attached to these minutes as Exhibits “6-1”, “6-2”, and “6-3”.

21
22 **Vice-Chairman Conner** opened the Public Hearing.

23
24 **Roberta Poletta, 4159 Sanora Lane, Ormond Beach, Volusia County,** asked about the trees.

25
26 **Vice-Chairman Conner** closed the public hearing and asked if there were any more comments
27 or questions.

28
29 **Mr. Mengel** commented on additional documents as presented by Mr. Livingston. He then
30 requested an added item to the PUD agreement being a new sub-part G and then all other sub-
31 parts shift down so G through L becomes H through M. This new sub-part G would be: “Proposed
32 temporary construction and permanent emergency access subject to BOCC approval or,
33 alternatively, approval of a waiver of secondary access requirement.”

34
35 **Vice-Chairman Conner** asked for a motion from the Board.

36
37 *Motion to approve staff recommendation with the additional section G made by Mr. Boyd,*
38 *seconded by Ms. Kornel, adding a question for discussion.*

39
40 **Ms. Kornel** asked about the timing of tree mitigation, if it is to occur at the preliminary plat stage?

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Draft

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Mr. Mengel replied that it can be linked to the plat. By putting it out there now, it can specify a requirement as part of the PUD. A developer can opt to complete final grading now and remove all the trees or let each lot owner complete the grading and preserve or replant 40 percent of the index caliper inches on each lot.

Ms. Kornel asked how the County defines a historic tree?

Mr. Mengel stated that it is a designation made by the Board of County Commissioners. The tree can be a unique size or character for the area, designated by the Board. The Old Moody Homestead trees were designated this way.

Ms. Kornel stated that if there is a historic tree on the site, then it would be within the purview of the Board of County Commissioners then to deal with that.

Mr. Mengel answered yes.

Vice-Chairman Conner asked for additional questions or comments from the Board. Seeing none, he asked for the vote.

Motion carried unanimously.

7. Staff Comments

Mr. Mengel gave an update on the advertisement for openings on the Planning and Development Board and the update on projects that have been recommended by the Planning and Development Board to the Board of County Commissioners.

8. Board Comments

None.

9. Public Comments - Each speaker will be allowed up to three minutes to address the Planning and Development Board on any item or topic not on the agenda.

None.

10. Adjournment

Motion made by Mr. Boyd at 7:05 p.m.

Prepared by: Wendy Hickey
Reviewed by: Adam Mengel

Exhibit A

31 Treetop Circle

Before Hurricane Irma



After Hurricane Irma



Received 5/8/18
Application #3131
Exhibit 1

This Document Prepared by:
Jeffrey C. Sweet
Granada Oaks Professional Building
595 West Granada Blvd., Suite A
Ormond Beach, FL 32174-9448

OFF REC 0627 PAGE 1689

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made this 17th day of September, 1998, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, Grantor, and the COUNTY OF FLAGLER, a Political Subdivision of the State of Florida, with its business mailing address at 1200 E. Moody Blvd., #1, Bunnell, Florida 32110, hereinafter called the Grantee:

Reserved for Recording Information

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is acknowledged, does hereby grant and convey to the Grantee, its successors and assigns forever, certain land in Flagler County, Florida ("land"), which land is more particularly described below:

See Exhibit "A" Attached hereto

Together with all the riparian and littoral rights pertaining to the land.

TO HAVE AND TO HOLD THE SAME in fee simple subject to the following conditions:

1. Purpose. The land shall be used for Public Purposes consistent with its classification pursuant to the Hammock Dunes Development of Regional Impact Development Order Flagler County Resolution 84-7, as amended, (the "Development Order").

AND RESERVING to the Grantor, and its successors and assigns a limited easement for necessary construction and maintenance of the Proposed Hammock Dunes Bridge/AlA South Connector Road over, across and through the land as approved by Flagler County.

AND GRANTOR does hereby warrant to the Grantee that it will warrant and defend the fee simple title of the premises herein conveyed against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its proper and duly authorized corporate officers upon the date above given.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Sheri Y. Brace
Sheri Y. Brace

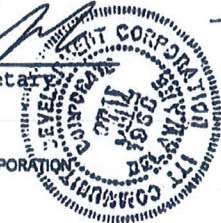
By: James E. Gardner
James E. Gardner, President

Victoria P. Gaed
VICTORIA P. GAED

Attest: Robert G. Cuff
Robert G. Cuff, Secretary

(CORPORATE SEAL)

Address for all signatories is:
ITT COMMUNITY DEVELOPMENT CORPORATION
1 Corporate Drive
Palm Coast, Florida 32151



Handwritten initials and marks

5/8/2018
Pam B

App 3133
Exhibit
10 of 3

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 17th day of September, 1998 by James E. Gardner, President and Robert G. Cuff, Secretary of ITT Community Development Corporation, a Delaware corporation, on behalf of the corporation. They are known to me and did not take an oath.

Victoria P. Gard
Notary Public, State of Florida



~~Victoria P. Gard
00533028 EXPIRES
JUNE 1, 2001
BONDED THROUGH TRUITY FARM INSURANCE, INC.~~



Victoria P. Gard
MY COMMISSION # 00533028 EXPIRES
June 1, 2001
BONDED THROUGH TRUITY FARM INSURANCE, INC.

Handwritten initials and signature
R.S.

TOGETHER WITH:

OFF REC 0627 PAGE 1691

Greenway Adjacent to Hammock Dunes Bridge Approach

A PARCEL OF LAND LYING EAST OF STATE ROAD A-1-A WITHIN GOVERNMENT SECTION 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LANDS PLATTED AS GRANADA ESTATES SECTION 3, AS RECORDED IN MAP BOOK 29, PAGES 1 THROUGH 4, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A: THENCE, N 20°35'27" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 688.62 FEET; THENCE, S 69°24'33" W, A DISTANCE OF 116.00 FEET; THENCE, N 20°35'27" W, A DISTANCE OF 533.14 FEET TO THE POINT OF INTERSECTION BETWEEN THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A AND THE SOUTHERLY RIGHT OF WAY OF HAMMOCK DUNES PARKWAY; THENCE, N59°09'36" E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 131.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°18'41", A RADIUS OF 1532.39 FEET, A CHORD DISTANCE OF 302.03 FEET, AND A CHORD BEARING OF N 53°30'16" E; THENCE ALONG SAID CURVE A DISTANCE OF 302.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 156°43'16", A RADIUS OF 350.00 FEET, A CHORD DISTANCE OF 685.61 FEET AND A CHORD BEARING OF S 08°57'05" E; THENCE ALONG SAID CURVE A DISTANCE OF 957.36 FEET; THENCE, S 20°35'27" E, A DISTANCE OF 35.00 FEET; THENCE, N 69°24'33" E, A DISTANCE OF 89.00 FEET; THENCE, S 85°23'52" E, A DISTANCE OF 138.60 FEET; THENCE, S 21°42'29" W, A DISTANCE OF 108.84 FEET; THENCE, S 08°16'57" W, A DISTANCE OF 477.20 FEET; THENCE, S 20°35'27" E, A DISTANCE OF 64.12 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED GRANADA ESTATES SECTION 3; THENCE, S 69°24'33" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 76.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.179 ACRES, MORE OR LESS.

REV
R.S.
Hood

Exhibit 6-2

Prepared by:
Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 100
St. Augustine, Florida 32086

2011 DEC 20 PM 2:57
FILED
CLERK OF COUNTY
FLAGLER COUNTY, FLORIDA

ESSENTIALLY BUILT-OUT AGREEMENT
PURSUANT TO SECTION 380.06(15)(G)(4), FLORIDA STATUTES
HAMMOCK DUNES DRI

THIS ESSENTIALLY BUILT-OUT AGREEMENT (the "Agreement") is made and entered into this 20th day of December, 2011 (the "Effective Date") by and among **FLAGLER COUNTY**, a political subdivision of the State of Florida (the "County"), **ADMIRAL CORPORATION**, a Florida corporation ("Admiral"), **ITT CORPORATION, INC.**, an Indiana corporation (formerly known as ITT Industries, Inc.) ("ITT"), **ITT COMMUNITY DEVELOPMENT CORPORATION**, a Delaware corporation ("ITTCDC"), and the **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**, an agency of the State of Florida ("Department").

RECITALS:

A. Admiral Corporation ("Admiral") is the applicant and master developer of the Hammock Dunes Development of Regional Impact ("DRI"), which includes the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Admiral is the applicant for this Essentially Built-Out Agreement, pursuant to Section 380.06(15)(g)(4), Florida Statutes.

C. The terms and conditions for development of the Property are memorialized in Flagler County Resolution No. 84-7 as the Hammock Dunes DRI Development Order dated March 30, 1984, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the "Development Order").

D. The original Development Order approved in 1984 included 6,670 residential units, which number of units was reduced to 4,400 in 1995, and which number of units was further

5/8/2018
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App #3133
Exhibit
2 of 3
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reduced to 3,800 in 2010; however, the Development Order mitigation conditions required to offset the impacts anticipated to be generated by the originally approved 6,670 units were never reduced commensurate with the reduction in the number of residential units.

E. The current DRI build-out and expiration date contained in the Development Order is February 28, 2012.

F. In order to provide financial assurance to the County that Admiral would complete certain improvements if required by the Development Order, ITT, an entity affiliated with Admiral, entered into that certain Guaranty Agreement with the County dated November 24, 1999 and recorded at Official Records Book 676, Page 423, Public Records of Flagler County, Florida (the "ITT Guaranty Agreement").

G. In order to provide financial assurance to the County that Admiral would complete certain improvements if required by the Development Order, Admiral's parent company, ITTCDC, entered into that certain Guaranty Agreement with the County dated November 24, 1999 and recorded at Official Records Book 676, Page 432, Public Records of Flagler County, Florida (the "ITTCDC Guaranty Agreement")(the ITT Guaranty Agreement and the ITTCDC Guaranty Agreement are sometimes referred to collectively herein as the "Guaranty Agreements").

H. The Guaranty Agreements are partially secured by a surety bond in the amount of Ten Million Dollars (\$10,000,000.00), as may be adjusted pursuant to the terms of the Development Order.

I. In the 27 years since the original Development Order was approved by the County, Admiral and its affiliated companies have sold all of their developable land to third parties, and those third parties have completed construction of approximately 2,200 of the 3,800 units currently approved in the Development Order; however, most of the developable land within



the DRI boundaries has been used in the construction of the approximately 2,200 units (many successors in interest to Admiral opted to construct lower density single-family homes in lieu of higher density condominium units) so it is unlikely that all of the approved 3,800 units will ever be constructed within the existing clusters contained in the DRI.

J. Admiral and its affiliates, or their successors and assigns, have completed construction of, provided funds for, or bonded the performance of all transportation and other infrastructure mitigation required by the Development Order to date and projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) and therefore the amount of development that remains to be built does not create the likelihood of any additional impacts not previously reviewed.

K. Based on the above facts, the parties hereto have determined that the Hammock Dunes DRI is essentially built out, and the Development Order shall expire, effective on December 20, 2011, pursuant to the provisions of subsection 380.06(15)(g)(4), Florida Statutes (2011), and desire to memorialize that agreement herein.

L. Notwithstanding the new DRI build-out date of December 20, 2011 approved herein, the Future Development (as defined below) may proceed in accordance with the provisions of Section 3 hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100s (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.



2. **DRI Essentially Built Out.** Subsection 380.06(15)(g)(4), Florida Statutes (2011), states that a project may be determined to be essentially built out through an agreement executed by the developer, the state land planning agency, and the local government. Such agreement can allow certain development to continue without further DRI review subject to the local government comprehensive plan and land development regulations. The parties hereto acknowledge and agree that the proper parties to this Agreement are Admiral Corporation, as the applicant and master developer of the Hammock Dunes DRI, the Florida Department of Economic Opportunity as the state land planning agency, and Flagler County as the local government that approved the original Development Order and all amendments thereto. The parties hereto, after reviewing the 2011 Development Order Annual Status Report and Build-Out Report for the Hammock Dunes DRI (the "Build-Out Report"), have determined that all mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied, all developers are in compliance with all applicable terms and conditions of the Development Order except the build-out date, and the Department and the County have agreed that the amount of development to be built does not create the likelihood of any additional regional impact not previously reviewed. Therefore, the parties hereto agree that the Hammock Dunes DRI is essentially built out and that Admiral, ITTCDC and ITT, and their successors and assigns, have fully satisfied any and all obligations under the Development Order, except to the extent defined herein. The build-out date for the Hammock Dunes DRI shall be December 20, 2011. The Development Order shall expire on December 20, 2011. After the build-out date, no property owner within the DRI shall be required to file an annual report pursuant to Section 380.06(18), Florida Statutes.



3. **Future Development.**

a. Notwithstanding the fact that the Hammock Dunes DRI has been determined to be essentially built out effective on December 20, 2011, the County will continue to issue building permits to property owners with remaining entitled units, pursuant to subsection 380.06(15)(g)(4), Florida Statutes, including the following (which shall be referred to collectively herein as the "Future Development"):

i. Oare Associates, LLC, owner of Parcel No. 04-11-31-2984-000E1-0180, an un-platted commercial parcel within the DRI that could be permitted for a maximum of 64,000 square feet of commercial space.

ii. WCI Communities, LLC, owner of Parcel No. 04-11-31-5720-00000-0020 and 04-11-31-5720-00000-0030 (the remainder of Parcel 16B) that is entitled for Land Development Permit No. 2006030199, which approved site improvements for two condominium building pads with 128 associated residential units called "South Towers at Hammock Dunes" under a single plat (Arezzo and Murano Condominiums), at the maximum building height set forth in such development permit. The parties hereto acknowledge that WCI Communities submitted a letter to the County in December 2011 (received by the County on December 7, 2011) attempting to invoke a four-year extension of the Hammock Dunes DRI expiration and termination dates, pursuant to Section 380.06(19)(c), Florida Statutes. All units owned by WCI within the Property are vested pursuant to this Agreement.

iii. Owners of lots that are platted as of the Effective Date hereof.



iv. The foregoing recognition of Future Development does not exempt such development from impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances.

b. In the event that development in excess of the Future Development is requested, such additional development shall be required to comply with the provisions of the Flagler County Comprehensive Plan and Flagler County Land Development Code. The zoning for the Property shall remain Planned Unit Development ("PUD"). Any such development shall be subject to payment of impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances.

c. Nothing contained herein shall affect the validity or enforceability of subdivision covenants, conditions and restrictions that may be recorded against title to various parcels within the Property.

4. **Guaranty Agreements.** Because the Hammock Dunes DRI has been determined to be essentially built out and all concurrency and other mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied or are to be satisfied by the undertakings provided herein, the County agrees that the Guaranty Agreements are terminated and hereby releases Admiral, ITTCDC and ITT from any and all obligations and liabilities thereunder and under the Development Order. The County also agrees that the surety bond provided by ITTCDC and ITT pursuant to paragraph 13 of the Development Order and the terms of the Guaranty Agreements



should be returned to those companies for cancellation within forty-five (45) days following the Effective Date of this Agreement.

5. **Other Bridge Expansion Agreements.** Because the Hammock Dunes DRI has been determined to be essentially built out and all concurrency and other mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied, the County agrees that Admiral, ITTCDC, ITT and the Dunes Community Development District are hereby released from any and all obligations and liabilities related to future expansion of the Intracoastal Waterway Bridge pursuant to Section 4.1 of the Development Order.

6. **Build-Out Obligations.** The Hammock Dunes Build-Out Report reflects certain limited Development Order obligations that may be triggered by build-out of the project. Admiral Corporation, on behalf of its affiliates and successors in interest, hereby agrees to contribute Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (the "Admiral Contribution") to pay for obligations that may be triggered by build-out of the DRI, as reflected in the Build-Out Report. Admiral will remit the Admiral Contribution to Flagler County in cash forty-five (45) days following the Effective Date of this Agreement. Admiral will not be required to pay any funds, perform any improvements or take any other actions related to the Development Order or other obligations related to the Hammock Dunes DRI beyond the Admiral Contribution. Pursuant to an Interlocal Agreement between the Dunes Community Development District (the "CDD") and the County dated December 19, 2011, the CDD has agreed to contribute funds to the County for which a portion of said funds shall, in addition to



the Admiral Contribution, be used by the County to pay for any Development Order obligations that may triggered by build-out of the project and are reflected in the Built-Out Report.

7. **Concurrency.** Because Admiral, ITTCDC, ITT and their successors in interest have collectively completed the Development Order concurrency and other mitigation obligations triggered by project development to date and projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years), including the provision of the funds and resources pursuant to Section 6 above, the County hereby agrees that the owners of the Property previously subject to the Development Order, and the residential units and commercial space previously constructed or to be constructed thereon as Future Development, have fully satisfied any and all public facility concurrency requirements set forth in Florida law and County ordinance, except as specified herein.

8. **Mutual Satisfaction, Release and Termination of Development Order Obligations and Covenants Related to Park Land Conveyances.** Pursuant to Condition 14.1 of the Development Order, Admiral and its successors in interest have conveyed certain lands to Flagler County for beach access, recreation, conservation and other public park purposes (the "Park Lands"). Development Order Condition 14.1 and the deeds for the aforementioned conveyances included conditions on the County's development and use of the Park Lands for the benefit of the public. Development Order Condition 14.1 also imposed certain conditions on Admiral and its successors related to the Park Lands. The County, Admiral, ITT and ITTCDC hereby acknowledge and agree that each of them has fully and completely satisfied all applicable requirements contained in Condition 14.1 of the Development Order and Park Lands deed covenants related thereto, except that the following conditions will



remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITTCDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITTCDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended. As a result, the County, Admiral, ITT and ITTCDC hereby release and forever discharge each other and their respective successors, legal representatives and assigns, from any and all actions, causes of action, claims and demands resulting from or arising out of past, present and future performance of any and all obligations contained in Condition 14.1 of the Development Order, with the aforementioned exceptions. Accordingly, the parties shall execute the Release and Termination of Covenants and Obligations in the form attached hereto as **Exhibit "B"** and incorporated herein by reference. This Section 8 and the related Release and Termination of Covenants and Obligations shall not apply to that certain Maintenance and Easement Agreement by and between Lowe Ocean Hammock, Ltd. and the County dated November 21, 2001 and recorded at Official Records Book 786, Page 1463, Public Records of Flagler County, Florida.

9. **Legal Authority.** Section 380.06(15)(g)(4), Florida Statutes, gives Flagler County, as the local government that approved the resolutions creating and then amending the Hammock Dunes DRI, and the Department the authority to determine that the DRI is essentially built out.

10. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other parties and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.

11. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The County shall record this Agreement in the Official Records of Flagler County, Florida, at the expense of Admiral, and shall provide Admiral with a copy of the recorded Agreement, including Book and Page number, within two (2) weeks of the date of execution of the Agreement.

12. **Status of Northshore Property Developers.**

a. By letter dated October 20, 2011, LRA Marina, LLC, LRA Northshore Hammock, LLC and Northshore Ocean Hammock Investment, Ltd., LLLP (hereafter collectively the "Northshore Property Developers") provided notice to Flagler County that they were invoking the provision of Section 380.06(19)(c), Florida Statutes, enacted by Chapter 2011-139, Laws of Florida, to extend the build-out date of the Hammock Dunes DRI by an additional four (4) years. In relevant part, that statutory section provides: "In recognition of the 2011 real estate market conditions, at the option of the developer, all commencement, phase, buildout, and expiration dates for projects that are currently valid developments of regional impact are extended for 4 years regardless of any previous extension." (Hereinafter referred to as the "DRI Extension Law"). While this provision does not expressly define "the developer," within the context and operation of the DRI Extension Law, and based upon the full text of Chapter 380, Florida Statutes, and case law related to its interpretation, as well as the historical practices of Flagler County, the parties deem the reference to "the developer" in the case of the



Hammock Dunes DRI to be the original applicant and master developer of the DRI, which is Admiral Corporation. Admiral Corporation filed a letter with the County on May 18, 2011 stating that, as the developer of the Hammock Dunes DRI, it will not extend any phase, build-out or expiration date related to the DRI pursuant to the DRI Extension Law and objects to any third party attempting to extend the same. Flagler County hereby acknowledges Admiral Corporation as "the developer" under the DRI Extension Law and determines that it will not recognize or grant any further extensions of the Hammock Dunes DRI commencement, phase, build-out and expiration dates. The parties nevertheless acknowledge the notice of the Northshore Property Developers.

b. The DRI Extension Law may be subject to revision by the Florida Legislature in the legislative session that commences in January 2012 and which will not be concluded before March 2012. Based on its best available information, Flagler County expects Section 380.06, Florida Statutes, to be amended. Within said amendment, the parties are unsure whether or in what form the DRI Extension Law will be revised. The parties intend by Subsection 12(d) of this Agreement to address the possible outcomes of any such legislation in the 2012 session or of any judicial proceedings that specifically address this DRI. Notwithstanding any potential changes to the DRI Extension Law, the parties hereto acknowledge and agree that whether the Florida Legislature or a court determines that the build-out or expiration date of the Hammock Dunes DRI is legally extended pursuant to an amendment to Section 380.06, Florida Statutes, the parties hereto currently have, and will continue to have, the legal right and ability to enter into this Essentially Built-Out Agreement pursuant to Section 380.06(15)(g)(4), Florida Statutes, regardless of any such date extension.



c. In 2009, the Northshore Property Developers applied for a Notice of Proposed Change to develop a maximum of 561 units (hereafter "NOPC") within their previously platted lands by creating a new development cluster near the Hammock Beach condominium project. By final order of the Florida Land and Water Adjudicatory Commission entered on August 4, 2011, the NOPC was denied on several grounds, including: i) the NOPC did not follow the DRI provisions, ii) the NOPC did not comply with the Flagler County Comprehensive Plan and Land Development Code, and iii) the 561 units requested in the NOPC are not vested or entitled for development under the DRI. Ginn-LA Marina, LLLP, Ltd., et al. vs. Flagler County, FLAWAC Case No. APP-10-007.

d. Should the Northshore Property Developers or their successors desire to pursue development of any of their remaining lands, they must pursue the same under Section 3(b) hereof because the 561 units have been determined not to be legally vested. Alternatively, should the Northshore Property Developers obtain a judicial order which invalidates this Agreement or any part hereof related to their ability to seek additional development of their lands, they shall be required, pursuant to Section 10 of that certain Development Order Allocation and Indemnification Agreement between ITTCDC and Lowe Ocean Hammock, Ltd. dated December 20th, 1996, as amended by that certain Amendment to Development Order Allocation and Indemnification Agreement dated October 19, 1998 (collectively, the "Allocation Agreement"), to bifurcate the DRI and assume any and all Development Order obligations attributable to the Northshore lands and related units (Northshore Property Developers are the successor in interest to Lowe Ocean Hammock with respect to the Allocation Agreement). Such bifurcation shall preserve the integrity of this Agreement as applied to Admiral and other successor developers; and said bifurcation shall not alter the development rights of other successor developers as set forth herein, shall not alter the release by Admiral of Flagler



County's obligations under Condition 14.1 of the Development Order or the release by Flagler County of Admiral's obligations under said Condition 14.1 as provided herein and, further, shall not alter the satisfaction of DRI obligations by Admiral, ITTCDC, ITT and other successor developers other than Northshore Property Developers as provided herein. If Northshore Property Developers or their successors fail to comply with the bifurcation requirements set forth in the Allocation Agreement, Admiral, ITT and ITTCDC shall have the legal right to seek judicial enforcement of the Allocation Agreement and any other remedies they may have in law or in equity.

e. If Northshore Property Developers or their successors elect to develop any of their lands within the Property, all transportation, off-site stormwater, school, park, public safety and solid waste concurrency for such development to a maximum of 561 equivalent residential units (which may include hotel room units) shall be deemed satisfied by the terms of this Agreement. Notwithstanding the foregoing, Northshore Property Developers or their successors shall be required to pay any and all impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances. Further, the foregoing shall not release Performance Bond 20BCSAG6813 for signalizing the specified intersections, which has been previously provided to offset anticipated traffic impacts and to meet transportation concurrency for existing platted lots.

f. Should the Northshore Property Developers or their successors pursue any legal action seeking to invalidate any provision hereof, Admiral shall hold the County harmless from any such action and shall incur all costs of defense of said action until its final conclusion; provided, however, that Admiral shall be entitled to provide such defense of the County and to participate as a co-party to any such action (including the right to make any separate counter-



claims against Northshore Property Developers or their successors available to Admiral and its affiliates in law or in equity). Any defense of the County shall be with the participation of the County Attorney as co-counsel for the County's interests.

13. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Flagler County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator
Flagler County
1769 E. Moody Boulevard
Building 2, Suite 303
Bunnell, Florida 32110

With copy to: Al Hadeed, Esq.,
County Attorney
Flagler County
1769 E. Moody Boulevard
Building 2, Suite 303
Bunnell, Florida 32110

For Admiral: Craig Johnson, Esq.
President
Admiral Corporation
1133 Westchester Ave.
White Plains, NY 10604



For ITTCDC: Craig Johnson, Esq.
President
ITT Community Development Corporation
1133 Westchester Ave.
White Plains, NY 10604

For ITT Corporation: Craig Johnson, Esq.
Deputy General Counsel
ITT Corporation
1133 Westchester Ave.
White Plains, NY 10604

With copy to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place
Suite 100
St. Augustine, Florida 32086

For the Department: Ray Eubanks
Plan Review Administrator
Florida Department of Economic Opportunity
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4120

15. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Release; Costs and Attorneys Fees.** Each party hereto releases the others from any and all claims or demands arising out of the subject matter of this Agreement. Each party shall bear its own costs and attorneys fees incurred in connection with this matter, except as provided for in Section 12(f) hereof.

17. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

19. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of Florida Statutes and applicable Ordinances.

20. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other parties in order to carry out the intent of and give effect to this Agreement, including the amendments to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

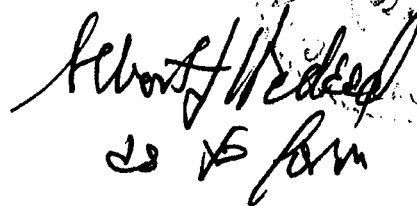
Passed and Duly Adopted by the Board of County Commissioners of Flagler County, Florida, this 19TH day of DECEMBER, 2011.

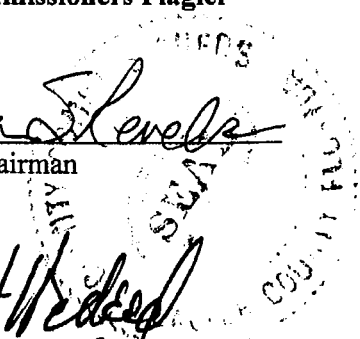
Attest: GAIL WADSWORTH, Clerk

Board of County Commissioners Flagler County, Florida


Deputy Clerk

By: Barbara Lenecke
Chairman


12 15 11



IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered in the presence of:

ADMIRAL CORPORATION, a Florida corporation

[Signature]
Print: Philip Goldstein

By: [Signature]
Craig Johnson, President

[Signature]
Print: YVETTE HARMON

STATE OF NEW YORK)

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

RONALD E. BARNEY
Notary Public, State of New York
No. 01BA8181450
Qualified Westchester County
Certificate Filed New York County
Commission Expires 1-28-2012

Ronald E Barney
Notary Public, State of New York
Print Name: Ronald E Barney
My Commission Expires: 1-28-2012
My Commission Number: 01BA6181450

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[Signature]

Signed, sealed and delivered
in the presence of:

ITT CORPORATION, INC., an Indiana
corporation

Philip Golassin
Print: PHILIP GOLASSIN

By: _____

Name: *Craig Johnson*

Title: *Assistant Secretary*

Yvette Harmon
Print: YVETTE HARMON

STATE OF New York)

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by Craig Harmon, as Assistant Secretary of ITT CORPORATION, INC., an Indiana corporation, on behalf of the company.

Ronald E. Barney
Notary Public, State of: New York
Print Name: Ronald E. Barney
My Commission Expires: 1-28-2012
My Commission Number: 01BA6181450

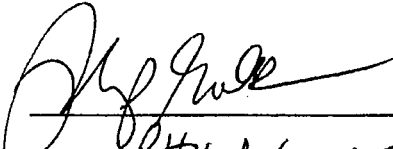
RONALD E. BARNEY
Notary Public, State of New York
No. 01BA6181450
Qualified Westchester County
Certificate Filed New York County
Commission Expires 1-28-2012

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

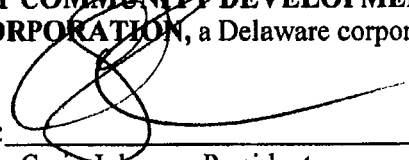
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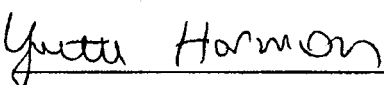
Signed, sealed and delivered
in the presence of:

**ITT COMMUNITY DEVELOPMENT
CORPORATION**, a Delaware corporation



Print: PHILIP GOLDSTEIN

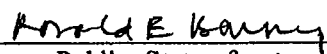

By: _____
Craig Johnson, President



Print: VIVETTE HARMON

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by Craig Johnson, as President of **ITT COMMUNITY DEVELOPMENT CORPORATION**, a Delaware corporation, on behalf of the company.



Notary Public, State of: New York
Print Name: Ronald E. Barney
My Commission Expires: 1-28-2012
My Commission Number: 01BA6181450

RONALD E. BARNEY
Notary Public, State of New York
No. 01BA6181450
Qualified Westchester County
Certificate Filed New York County
Commission Expires 1-28-2012

RONALD E. BARNEY
Notary Public, State of New York
No. 01BA6181450
Qualified Westchester County
Certificate Filed New York County
Commission Expires 1-28-2012

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



The Department agrees that: pursuant to Flagler County Resolution 2011-69 adopted December 19, 2011, notice of this Essentially Built Out Agreement was given to affected owners and developers in the Hammock Dunes DRI; a public hearing was held on December 19, 2011; the Hammock Dunes DRI is essentially built out pursuant to Section 380.06(15)(g)4., Florida Statutes; all mitigation for existing development has been satisfied and mitigation for remaining development will be satisfied in accordance with the terms of the Essentially Built Out Agreement; and Admiral Corporation and its successors in interest are hereby released of all obligations under the Development Order. The foregoing recitations are within the Department's purview under Part I of Chapter 380, Florida Statutes.

The Hammock Dunes DRI is approved for 3,800 residential units of which 3,051 units are developed and 749 units remain to be developed. In addition, the DRI is approved for 64,000 square feet of commercial development, all of which remains to be developed.

The Department did not participate in the joint preparation of the Essentially Built Out Agreement and takes no position in agreement or disagreement with the remainder of the Agreement, which sections were outside of the Department's statutory purview.

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida

Mike McDaniel

Print: Mike McDaniel

Connie Norman

Print: Connie Norman

By: J. Thomas Beck

Print Name: J. Thomas Beck

Title: Director of Community Development

STATE OF FLORIDA _____)

COUNTY OF Levy)

The foregoing instrument was acknowledged before me this 15th day of January, 2011, by J. Thomas Beck, as Director of the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida, on behalf of the agency.



[Signature]

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

[Handwritten initials]

EXHIBIT "A"

Property

LEGAL DESCRIPTION: HAMMOCK DUNES SITE (KEITH & SCHNARS SURVEY)
(CONTINUOUS)

DATE: SEPTEMBER 22, 1982

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 20, 21, 28, 29, 33 AND 40, TOWNSHIP 10 SOUTH, RANGE 31 EAST AND GOVERNMENT SECTIONS 3, 4, 9, 10, 15, 22, 23, 37 AND 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST OF THE INTRACOASTAL WATERWAY (500' R/W), FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 31 EAST, WITH THE NORTHERLY RIGHT-OF-WAY OF A-1-A (100' R/W); THENCE SOUTH 29° 35' 06" WEST 354.27 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 2266.81 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET AND A CENTRAL ANGLE OF 69° 49' 27" TO A POINT OF TANGENCY; THENCE NORTH 20° 35' 27" WEST 2955.90 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 69° 24' 33" WEST 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH 69° 17' 51" WEST 928.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE NORTH 20° 50' 24" WEST ALONG SAID RIGHT-OF-WAY 2677.38 FEET; THENCE NORTH 20° 35' 42" WEST 1641.38 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF TOWNSHIP 10 SOUTH; THENCE NORTH 26° 09' 18" WEST 688.04 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY NORTH 55° 44' 32" EAST 1295.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A, BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY 109.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 03° 22' 14", A CHORD OF 109.41 FEET AND A CHORD BEARING SOUTH 18° 26' 19" EAST TO A POINT OF TANGENCY; THENCE SOUTH 16° 45' 12" EAST 1574.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY NORTH 73° 14' 48" EAST 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY NORTH 89° 19' 02" EAST 148.56 FEET; THENCE NORTH 16° 34' 25" WEST 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD (50' R/W); THENCE NORTH 89° 19' 02" EAST ALONG SAID RIGHT-OF-WAY 855.66 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 19° 50' 00" WEST ALONG THE WESTERLY BOUNDARY LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 31 EAST 3356.28 FEET; THENCE SOUTH 71° 11' 00" WEST 1290.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID A-1-A, BEING A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 244.67 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 07° 32' 11", A CHORD OF 244.49 FEET AND A CHORD BEARING NORTH 22° 35' 06" WEST TO A POINT OF TANGENCY; THENCE NORTH 18° 49' 00" WEST 1645.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF A-1-A NORTH 71° 11' 00" EAST 180.00 FEET; THENCE NORTH 19° 49' 00" WEST 225.00 FEET;

THENCE SOUTH 71° 11' 00" WEST 180.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY 350.65 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 71° 11' 00" EAST 1262.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 40; THENCE NORTH 19° 50' 00" WEST ALONG SAID EASTERLY BOUNDARY LINE 200.03 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE SOUTH 71° 11' 00" WEST 1258.97 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY 200.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 71° 11' 00" EAST 1255.42 FEET TO A POINT ON THE SAID EASTERLY BOUNDARY LINE OF SECTION 40; THENCE NORTH 19° 50' 00" WEST ALONG SAID EASTERLY BOUNDARY LINE 900.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF 16TH ROAD; THENCE DEPARTING SAID BOUNDARY LINE OF SECTION 40, SOUTH 71° 10' 52" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 1239.45 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID A-1-A; THENCE DEPARTING SAID RIGHT-OF-WAY OF 16TH ROAD NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY OF A-1-A, 5178.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MALACOMPRA ROAD; THENCE NORTH 71° 10' 09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 1138.42 FEET; THENCE NORTH 88° 23' 31" EAST 9.62 FEET TO A POINT ON THE SAID EASTERLY BOUNDARY LINE OF SECTION 40; THENCE DEPARTING SAID RIGHT-OF-WAY OF MALACOMPRA ROAD NORTH 19° 50' 00" WEST ALONG SAID BOUNDARY LINE OF SECTION 40, ALSO BEING THE WESTERLY BOUNDARY LINE OF JOHNSON BEACH SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE 9 OF THE PUBLIC RECORDS OF SAID FLAGLER COUNTY, 1442.70 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE OF SECTION 40, NORTH 88° 23' 31" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID JOHNSON BEACH SUBDIVISION 2548.87 FEET TO THE NORTHEAST CORNER OF JOHNSON BEACH SUBDIVISION BEING A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE NORTH 00° 36' 49" WEST ALONG SAID WESTERLY BOUNDARY LINE 1045.49 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE DEPARTING SAID BOUNDARY LINE OF SECTION 21 SOUTH 21° 15' 53" EAST ALONG THE SAID MEAN HIGH WATER LINE 34.75 FEET; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE SOUTH 21° 40' 54" EAST 503.93 FEET; THENCE SOUTH 21° 42' 19" EAST 497.12 FEET; THENCE SOUTH 20° 52' 14" EAST 500.98 FEET; THENCE SOUTH 23° 34' 38" EAST 505.92 FEET; THENCE SOUTH 21° 08' 22" EAST 425.12 FEET; THENCE SOUTH 20° 10' 54" EAST 130.81 FEET; THENCE SOUTH 19° 09' 30" EAST 440.47 FEET; THENCE SOUTH 19° 43' 32" EAST 498.51 FEET; THENCE SOUTH 19° 28' 39" EAST 506.20 FEET; THENCE SOUTH 19° 58' 00" EAST 510.90 FEET; THENCE SOUTH 19° 51' 56" EAST 498.83 FEET; THENCE SOUTH 19° 59' 52" EAST 505.34 FEET; THENCE SOUTH 18° 07' 53" EAST 498.03 FEET; THENCE SOUTH 13° 03' 02" EAST 504.39 FEET; THENCE SOUTH 19° 09' 34" EAST 300.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID 16TH ROAD; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY SOUTH 19° 09' 35" EAST 50.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-

(sheet 2 of 5)

OF-WAY OF SAID 16TH ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY ALONG SAID MEAN HIGH WATER LINE SOUTH 19° 09' 34" EAST 153.39 FEET; THENCE SOUTH 19° 29' 22" EAST 511.45 FEET; THENCE SOUTH 20° 54' 05" EAST 497.62 FEET; THENCE SOUTH 19° 45' 00" EAST 507.57 FEET; THENCE SOUTH 20° 49' 52" EAST 497.95 FEET; THENCE SOUTH 20° 18' 41" EAST 507.65 FEET; THENCE SOUTH 19° 30' 43" EAST 510.25 FEET; THENCE SOUTH 18° 30' 55" EAST 494.37 FEET; THENCE SOUTH 19° 52' 39" EAST 502.28 FEET; THENCE SOUTH 22° 20' 56" EAST 497.23 FEET; THENCE SOUTH 20° 41' 30" EAST 508.67 FEET; THENCE SOUTH 20° 26' 31" EAST 500.09 FEET; THENCE SOUTH 19° 53' 06" EAST 499.88 FEET; THENCE SOUTH 21° 45' 36" EAST 503.26 FEET; THENCE SOUTH 24° 02' 33" EAST 516.08 FEET; THENCE SOUTH 18° 20' 30" EAST 495.06 FEET; THENCE SOUTH 20° 59' 25" EAST 274.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY SOUTH 20° 59' 25" EAST 53.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY ALONG SAID MEAN HIGH WATER LINE, SOUTH 20° 59' 25" EAST 181.06 FEET; THENCE SOUTH 20° 20' 30" EAST 505.02 FEET; THENCE SOUTH 20° 08' 17" EAST 500.64 FEET; THENCE SOUTH 19° 52' 12" EAST 501.56 FEET; THENCE SOUTH 19° 13' 54" EAST 497.29 FEET; THENCE SOUTH 21° 19' 23" EAST 502.64 FEET; THENCE SOUTH 19° 57' 05" EAST 507.06 FEET; THENCE SOUTH 17° 56' 45" EAST 507.34 FEET; THENCE SOUTH 18° 49' 25" EAST 504.65 FEET; THENCE SOUTH 21° 02' 20" EAST 497.73 FEET; THENCE SOUTH 21° 04' 43" EAST 482.98 FEET; THENCE SOUTH 21° 04' 34" EAST 11.02 FEET; THENCE SOUTH 19° 11' 42" EAST 496.68 FEET; THENCE SOUTH 22° 23' 45" EAST 506.75 FEET; THENCE SOUTH 20° 55' 06" EAST 500.63 FEET; THENCE SOUTH 20° 42' 16" EAST 499.00 FEET; THENCE SOUTH 22° 07' 09" EAST 499.32 FEET; THENCE SOUTH 21° 45' 31" EAST 500.88 FEET; THENCE SOUTH 21° 59' 38" EAST 227.33 FEET; THENCE SOUTH 21° 59' 39" EAST 264.23 FEET; THENCE SOUTH 22° 30' 14" EAST 498.51 FEET; THENCE SOUTH 22° 43' 23" EAST 499.93 FEET; THENCE SOUTH 21° 20' 52" EAST 499.51 FEET; THENCE SOUTH 22° 12' 03" EAST 499.95 FEET; THENCE SOUTH 21° 18' 01" EAST 498.09 FEET; THENCE SOUTH 23° 31' 50" EAST 493.34 FEET; THENCE SOUTH 23° 12' 12" EAST 498.28 FEET; THENCE SOUTH 22° 31' 35" EAST 507.15 FEET; THENCE SOUTH 22° 12' 00" EAST 498.62 FEET; THENCE SOUTH 22° 18' 34" EAST 527.38 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 89° 27' 13" WEST 262.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY SOUTH 89° 27' 13" WEST 108.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH 89° 27' 13" WEST 65.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL (200' R.W); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY SOUTH 89° 27' 13" WEST 211.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD FLORIDA EAST COAST

CANAL; THENCE SOUTH 19° 11' 11" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 2786.38 FEET; THENCE SOUTH 17° 01' 23" EAST 3542.51 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL NORTH 46° 36' 23" WEST ALONG SAID EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY 1326.21 FEET; THENCE NORTH 22° 42' 28" WEST 8360.55 FEET; THENCE NORTH 22° 41' 50" WEST 563.33 FEET; THENCE NORTH 44° 45' 20" WEST 1003.14 FEET; THENCE NORTH 66° 49' 09" WEST 1914.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SAID OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY SOUTH 89° 41' 27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL 1203.59 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 18' 33" WEST 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 00° 37' 47" WEST 247.39 FEET TO A POINT OF THE SOUTHERLY RIGHT-OF-WAY OF SAID A-1-A; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 24' 54" WEST 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF A-1-A; THENCE SOUTH 89° 35' 06" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 309.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO INCLUDING A PARCEL OF LAND LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY (500' R/W) OF THE INTRACOASTAL WATERWAY IN GOVERNMENT SECTIONS 38 AND 46, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF CLUB HOUSE DRIVE (60' R/W) WITH THE WESTERLY RIGHT-OF-WAY OF YOUNG PARKWAY (104' R/W) ALL ACCORDING TO PALM COAST SECTION 3, AS RECORDED IN MAP BOOK 6, PAGE 8 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 20° 57' 23" EAST 72.45 FEET ALONG SAID RIGHT-OF-WAY OF YOUNG PARKWAY; THENCE NORTH 69° 02' 37" EAST 104.00 FEET; THENCE SOUTH 20° 57' 23" EAST 62.50 FEET; THENCE NORTH 69° 02' 37" EAST 833.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID INTRACOASTAL WATERWAY; THENCE SOUTH 20° 49' 48" EAST 857.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 20° 49' 48" EAST 203.11 FEET TO A POINT ON A CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTHWESTERLY 1141.28 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1045.92 FEET AND A CENTRAL ANGLE OF 62° 31' 12" TO A POINT, TANGENT TO SAID CURVE IS NORTH 04° 19' 03" WEST; THENCE SOUTH 85° 40' 57" WEST 25.00 FEET; THENCE SOUTH 04° 19' 03" EAST 550.00 FEET; THENCE SOUTH 85° 40' 57" WEST 150.00 FEET; THENCE NORTH 07° 04' 10" WEST 490.75 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 1458.01 FEET ALONG A CONCENTRIC CURVE TO THE RIGHT HAVING A RADIUS OF 1245.92 FEET AND A CENTRAL ANGLE OF 67° 02' 57" TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(sheet 4 of 5)

LESS AND EXCEPT THE RIGHT-OF-WAY OF A-1-A, JUNGLE HUT ROAD, 16TH ROAD, MALACOMPRA ROAD; ALL PLATTED STREETS LYING WITHIN THE JOHNSON BEACH SUBDIVISION, LOTS 1 - 9, 15 - 22, BLOCK 1; LOTS 1 - 3, 18 & 19, BLOCK 2; LOT 19, BLOCK 3, LOTS 1 - 4, 18 - 22, BLOCK 4; LOTS 1 - 11, 18 - 29, BLOCK 5; LOTS 13 & 14, 16 - 24, BLOCK 7; LOTS 2 & 5 - 11, BLOCK 8 OF SAID JOHNSON BEACH SUBDIVISION; OLD FLORIDA EAST COAST CANAL AND THE INTRACOASTAL WATERWAY.

NET ACRES CONTAINING 2244.91 ACRES, MORE OR LESS.

- NOTE 1) ALL BEARINGS ARE MEASURED FROM GRID NORTH PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION.
- 2) THE MEAN HIGH WATERLINE WAS LOCATED IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES AND CHAPTER 16.3, FLORIDA ADMINISTRATIVE CODE.

EXHIBIT "B"

RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS

THIS RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS ("Release") is made and entered into this ____ day of _____, 2011, by and among **FLAGLER COUNTY**, a political subdivision of the State of Florida ("County"), **ADMIRAL CORPORATION**, a Florida corporation ("Admiral"), **ITT CORPORATION, INC.**, an Indiana corporation (formally known as ITT Industries, Inc.) ("ITT"), and **ITT COMMUNITY DEVELOPMENT CORPORATION**, a Delaware corporation ("ITTCDC"). The County, Admiral, ITT and ITTCDC are collectively referred to as the "Parties".

RECITALS

WHEREAS, on March 30, 1984, the County, pursuant to Section 380.06, Florida Statutes, adopted Resolution No. 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes; and

WHEREAS, Admiral is the applicant for, or master developer of, the Hammock Dunes Development of Regional Impact; and

WHEREAS, Condition 14.1 of Flagler County Resolution No. 84-7, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the "Development Order") identified properties to be conveyed to Flagler County for park and conservation purposes and stipulated certain conditions and criteria on the County's development of said lands for the benefit of the public; and

WHEREAS, pursuant to Condition 14.1 of the Development Order, Admiral or ITTCDC did convey such lands to the County and the County has and continues to develop and enhance such lands for recreation and conservation purposes; and

WHEREAS, the deeds to such lands are recorded at Official Records Book 627, Pages 1675 through 1688, Official Records Book 627, Pages 1689 through 1691, Official Records Book 381, Pages 736 through 739, all of the Public Records of Flagler County, Florida (collectively known as "Park Deeds"); and

WHEREAS, the Parties have complied with all requirements of Condition 14.1 of the Development Order and the covenants contained in the Park Deeds, with certain limited exceptions set forth below;

WHEREAS, the Parties agree that each party hereto has satisfied all of its respective obligations and covenants found in Condition 14.1 of the Development Order and Park Deeds, with certain limited exceptions set forth below.

NOW, THEREFORE, in consideration of the Essentially Built-Out Agreement among the Parties, the Parties hereto agree as follows:

(1) The above recitals are true and correct and are incorporated herein by this reference.



(2) By the execution hereof, the Parties hereby release and terminate any and all obligations, covenants, duties and liabilities of the other party related to Condition 14.1 of the Development Order and the related Park Deeds except that the following conditions will remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITTCDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITTCDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended.

(3) This Release may be recorded by any party hereto in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Release on the day and year set forth in the preamble hereto.

Passed and Duly Adopted by the Board of County Commissioners of Flagler County, Florida, this ____ day of _____, 2011.

Attest: _____, Clerk

**Board of County Commissioners Flagler
County, Florida**

Deputy Clerk

By: _____
Chairman



IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered
in the presence of:

ADMIRAL CORPORATION, a Florida
corporation

By: _____
Craig Johnson, President

Print: _____

Print: _____

STATE OF NEW YORK)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

Notary Public, State of New York
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGES]



Signed, sealed and delivered
in the presence of:

ITT CORPORATION, INC., an Indiana
corporation

Print: _____

By: _____

Name: _____

Title: _____

Print: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of **ITT CORPORATION, INC.,** an Indiana corporation, on behalf of the company.

Notary Public, State of: _____
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



Signed, sealed and delivered
in the presence of:

**ITT COMMUNITY DEVELOPMENT
CORPORATION, a Delaware corporation**

By: _____
Craig Johnson, President

Print: _____

Print: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Craig Johnson, as President of **ITT COMMUNITY DEVELOPMENT CORPORATION**, a Delaware corporation, on behalf of the company.

Notary Public, State of: _____
Print Name: _____
My Commission Expires: _____
My Commission Number: _____



Prepared by and Return to:
Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 100
St. Augustine, Florida 32086

GAIL WADSWORTH, FLAGLER Co.

RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS

THIS RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS ("Release") is made and entered into this 1st day of FEBRUARY, 2012, by and among **FLAGLER COUNTY**, a political subdivision of the State of Florida ("County"), **ADMIRAL CORPORATION**, a Florida corporation ("Admiral"), **ITT CORPORATION, INC.**, an Indiana corporation (formally known as ITT Industries, Inc.) ("ITT"), and **ITT COMMUNITY DEVELOPMENT CORPORATION**, a Delaware corporation ("ITT CDC"). The County, Admiral, ITT and ITT CDC are collectively referred to as the "Parties".

RECITALS

WHEREAS, on March 30, 1984, the County, pursuant to Section 380.06, Florida Statutes, adopted Resolution No. 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes for the real property described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Admiral is the applicant for, or master developer of, the Hammock Dunes Development of Regional Impact; and

WHEREAS, Condition 14.1 of Flagler County Resolution No. 84-7, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the "Development Order") identified properties to be conveyed to Flagler County for park and conservation purposes and stipulated certain conditions and criteria on the County's development of said lands for the benefit of the public; and

WHEREAS, pursuant to Condition 14.1 of the Development Order, Admiral or ITT CDC did convey such lands to the County and the County has and continues to develop and enhance such lands for recreation and conservation purposes; and

WHEREAS, the deeds to such lands are recorded at Official Records Book 627, Pages 1675 through 1688, Official Records Book 627, Pages 1689 through 1691, Official Records Book 381, Pages 736 through 739, all of the Public Records of Flagler County, Florida (collectively known as "Park Deeds"); and

WHEREAS, the Parties have complied with all requirements of Condition 14.1 of the Development Order and the covenants contained in the Park Deeds, with certain limited exceptions set forth below;

WHEREAS, the Parties agree that each party hereto has satisfied all of its respective obligations and covenants found in Condition 14.1 of the Development Order and Park Deeds, with certain limited exceptions set forth below.

NOW, THEREFORE, in consideration of the Essentially Built-Out Agreement among the Parties, the Parties hereto agree as follows:

5/8/2012
Pand D Bd
App. #3133
Exhibit
3 of 3
AW

(1) The above recitals are true and correct and are incorporated herein by this reference.

(2) By the execution hereof, the Parties hereby release and terminate any and all obligations, covenants, duties and liabilities of the other party related to Condition 14.1 of the Development Order and the related Park Deeds except that the following conditions will remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITTCDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITTCDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended.

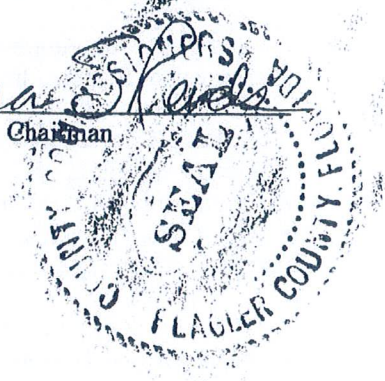
(3) This Release shall be recorded by Admiral in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Release on the day and year set forth in the preamble hereto.

Attest: [Signature], Clerk Board of County Commissioners Flagler County, Florida

[Signature]
Deputy Clerk

By: [Signature]
Chairman



[Signature]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered
in the presence of:

ADMIRAL CORPORATION, a Florida
corporation

Ellen Avery Smith

Print: Ellen Avery Smith

Robert G. Coff, Jr.

Print: Robert G. Coff, Jr.

By: [Signature]
Craig Johnson, President

STATE OF Florida)

COUNTY OF Flagler)

The foregoing instrument was acknowledged before me this 1st day of February, 2012 by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

Ct. D# 106950480



Pamela Jane McDermott
Notary Public, State of Florida
My Commission Expires 03/09/2012
Commission No. DD750728

Pamela Jane McDermott
Notary Public, State of ~~New York~~ Florida
Print Name: Pamela Jane McDermott
My Commission Expires: 3/9/12
My Commission Number: DD750728

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[Signature]

Signed, sealed and delivered
in the presence of:

ITT CORPORATION, INC., an Indiana
corporation

Ellen Avery Smith

Print: Ellen Avery-Smith

Robert B. Cuff, Jr.

Print: Robert B. Cuff, Jr.

By: [Signature]

Name: Craig Johnson

Title: Assistant Secretary

STATE OF Florida)

COUNTY OF Flagler)

The foregoing instrument was acknowledged before me this 1st day of February, 20 12, by Craig Johnson, as Assistant Secretary of ITT CORPORATION, INC., an Indiana corporation, on behalf of the company.

DL # 106950480



Pamela Jane McDermott
Notary Public, State of Florida
My Commission Expires 03/09/2012
Commission No. DD750728

Pamela Jane McDermott
Notary Public, State of: Florida
Print Name: Pamela Jane McDermott
My Commission Expires: 3/9/12
My Commission Number: DD 750728

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Handwritten Signature]

Signed, sealed and delivered
in the presence of:

IIT COMMUNITY DEVELOPMENT
CORPORATION, a Delaware corporation

Ellen Avery Smith

By: *[Signature]*
Craig Johnson, President

Print: Ellen Avery Smith

[Signature]

Print: Robert B. Cuff, Jr.


STATE OF Florida)

COUNTY OF Flagler)

The foregoing instrument was acknowledged before me this 1st day of February, 2012 by Craig Johnson, as President of IIT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the company.

CT DL # 106950480

Pamela Jane McDermott
Notary Public, State of: Florida
Print Name: Pamela Jane McDermott
My Commission Expires: 3/9/12
My Commission Number: DD750728

 Pamela Jane McDermott
Notary Public, State of Florida
My Commission Expires 03/09/2012
Commission No. DD750728

[Handwritten mark]

Exhibit "A"

Hammock Dunes DRI Property

A handwritten signature in black ink, appearing to be the initials 'MWA' or similar, located in the bottom right corner of the page.

LEGAL DESCRIPTION: HAMMOCK DUNES SITE (KEITH & SCHMARS SURVEY)
(CONTINUOUS)

DATE: SEPTEMBER 22, 1982

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 20, 21, 28, 29, 33 AND 40, TOWNSHIP 10 SOUTH, RANGE 31 EAST AND GOVERNMENT SECTIONS 3, 4, 9, 10, 15, 22, 23, 37 AND 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST OF THE INTRACOASTAL WATERWAY (500' R/W), FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 31 EAST, WITH THE NORTHERLY RIGHT-OF-WAY OF A-1-A (100' R/W); THENCE SOUTH 89° 35' 06" WEST 354.27 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 2266.91 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET AND A CENTRAL ANGLE OF 69° 49' 27" TO A POINT OF TANGENCY; THENCE NORTH 20° 35' 27" WEST 2955.90 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 69° 24' 33" WEST 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH 69° 17' 51" WEST 928.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE NORTH 20° 50' 24" WEST ALONG SAID RIGHT-OF-WAY 2677.38 FEET; THENCE NORTH 20° 35' 42" WEST 1641.38 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF TOWNSHIP 10 SOUTH; THENCE NORTH 26° 09' 18" WEST 688.04 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY NORTH 55° 44' 32" EAST 1295.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A, BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY 109.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 03° 22' 14", A CHORD OF 109.41 FEET AND A CHORD BEARING SOUTH 18° 26' 19" EAST TO A POINT OF TANGENCY; THENCE SOUTH 16° 45' 12" EAST 1574.75 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY NORTH 73° 14' 48" EAST 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY NORTH 89° 19' 02" EAST 148.56 FEET; THENCE NORTH 16° 34' 25" WEST 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD (50' R/W); THENCE NORTH 89° 19' 02" EAST ALONG SAID RIGHT-OF-WAY 855.66 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 19° 50' 00" WEST ALONG THE WESTERLY BOUNDARY LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 31 EAST 3356.28 FEET; THENCE SOUTH 71° 11' 00" WEST 1290.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID A-1-A, BEING A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 244.67 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 07° 32' 11", A CHORD OF 244.49 FEET AND A CHORD BEARING NORTH 22° 35' 06" WEST TO A POINT OF TANGENCY; THENCE NORTH 18° 49' 00" WEST 1645.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF A-1-A NORTH 71° 11' 00" EAST 180.00 FEET; THENCE NORTH 18° 49' 00" WEST 225.00 FEET;

THENCE SOUTH 71° 11' 00" WEST 189.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY 350.65 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 71° 11' 00" EAST 1262.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 40; THENCE NORTH 19° 50' 00" WEST ALONG SAID EASTERLY BOUNDARY LINE 200.93 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE SOUTH 71° 11' 00" WEST 1258.97 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY 200.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 71° 11' 00" EAST 1255.42 FEET TO A POINT ON THE SAID EASTERLY BOUNDARY LINE OF SECTION 40; THENCE NORTH 19° 50' 00" WEST ALONG SAID EASTERLY BOUNDARY LINE 900.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF 16TH ROAD; THENCE DEPARTING SAID BOUNDARY LINE OF SECTION 40, SOUTH 71° 10' 52" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 1239.45 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID A-1-A; THENCE DEPARTING SAID RIGHT-OF-WAY OF 16TH ROAD NORTH 18° 49' 00" WEST ALONG SAID RIGHT-OF-WAY OF A-1-A, 5178.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MALACOMPRA ROAD; THENCE NORTH 71° 10' 09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 1138.42 FEET; THENCE NORTH 88° 23' 31" EAST 9.62 FEET TO A POINT ON THE SAID EASTERLY BOUNDARY LINE OF SECTION 40; THENCE DEPARTING SAID RIGHT-OF-WAY OF MALACOMPRA ROAD NORTH 19° 50' 00" WEST ALONG SAID BOUNDARY LINE OF SECTION 40, ALSO BEING THE WESTERLY BOUNDARY LINE OF JOHNSON BEACH SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE 9 OF THE PUBLIC RECORDS OF SAID FLAGLER COUNTY, 1442.70 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE OF SECTION 40, NORTH 88° 23' 31" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID JOHNSON BEACH SUBDIVISION 2548.87 FEET TO THE NORTHEAST CORNER OF JOHNSON BEACH SUBDIVISION BEING A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE NORTH 00° 36' 49" WEST ALONG SAID WESTERLY BOUNDARY LINE 1045.49 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE DEPARTING SAID BOUNDARY LINE OF SECTION 21 SOUTH 21° 15' 53" EAST ALONG THE SAID MEAN HIGH WATER LINE 34.75 FEET; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE SOUTH 21° 40' 54" EAST 503.93 FEET; THENCE SOUTH 21° 42' 19" EAST 497.12 FEET; THENCE SOUTH 20° 52' 14" EAST 500.98 FEET; THENCE SOUTH 23° 34' 38" EAST 505.92 FEET; THENCE SOUTH 21° 08' 22" EAST 425.12 FEET; THENCE SOUTH 20° 10' 54" EAST 130.81 FEET; THENCE SOUTH 19° 09' 30" EAST 440.47 FEET; THENCE SOUTH 19° 43' 32" EAST 498.51 FEET; THENCE SOUTH 19° 28' 39" EAST 506.20 FEET; THENCE SOUTH 19° 58' 00" EAST 510.90 FEET; THENCE SOUTH 19° 51' 56" EAST 498.83 FEET; THENCE SOUTH 19° 59' 52" EAST 505.34 FEET; THENCE SOUTH 18° 07' 53" EAST 498.03 FEET; THENCE SOUTH 13° 03' 02" EAST 504.39 FEET; THENCE SOUTH 19° 09' 34" EAST 300.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID 16TH ROAD; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY SOUTH 19° 09' 35" EAST 50.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-

(sheet 2 of 5)

OF-WAY OF SAID 16TH ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY
ALONG SAID MEAN HIGH WATER LINE SOUTH 19° 09' 34" EAST 153.39 FEET;
THENCE SOUTH 19° 29' 22" EAST 511.45 FEET; THENCE SOUTH 20° 54' 05" EAST
497.62 FEET; THENCE SOUTH 19° 45' 00" EAST 507.57 FEET; THENCE SOUTH
20° 49' 52" EAST 497.95 FEET; THENCE SOUTH 20° 18' 41" EAST 507.65 FEET;
THENCE SOUTH 19° 30' 43" EAST 510.25 FEET; THENCE SOUTH 18° 30' 55"
EAST 494.37 FEET; THENCE SOUTH 19° 52' 39" EAST 502.28 FEET; THENCE
SOUTH 22° 20' 56" EAST 497.23 FEET; THENCE SOUTH 20° 41' 30" EAST 508.67
FEET; THENCE SOUTH 20° 26' 31" EAST 500.09 FEET; THENCE SOUTH 19° 53' 06"
EAST 499.88 FEET; THENCE SOUTH 21° 45' 36" EAST 503.26 FEET; THENCE
SOUTH 24° 02' 33" EAST 516.08 FEET; THENCE SOUTH 18° 20' 30" EAST 495.06
FEET; THENCE SOUTH 20° 59' 25" EAST 274.96 FEET TO A POINT ON THE
NORTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD; THENCE DEPARTING SAID NORTH-
ERLY RIGHT-OF-WAY SOUTH 20° 59' 25" EAST 53.31 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD; THENCE DEPARTING SAID SOUTH-
ERLY RIGHT-OF-WAY ALONG SAID MEAN HIGH WATER LINE, SOUTH 20° 59' 25" EAST
121.06 FEET; THENCE SOUTH 20° 20' 30" EAST 505.02 FEET; THENCE SOUTH
20° 08' 17" EAST 500.64 FEET; THENCE SOUTH 19° 52' 12" EAST 501.56 FEET;
THENCE SOUTH 19° 13' 54" EAST 497.29 FEET; THENCE SOUTH 21° 19' 23" EAST
502.64 FEET; THENCE SOUTH 19° 57' 05" EAST 507.06 FEET; THENCE SOUTH
17° 56' 45" EAST 507.34 FEET; THENCE SOUTH 18° 49' 25" EAST 504.65 FEET;
THENCE SOUTH 21° 02' 20" EAST 497.73 FEET; THENCE SOUTH 21° 04' 43"
EAST 482.98 FEET; THENCE SOUTH 21° 04' 34" EAST 11.02 FEET; THENCE SOUTH
19° 11' 42" EAST 496.68 FEET; THENCE SOUTH 22° 23' 45" EAST 506.75 FEET;
THENCE SOUTH 20° 55' 06" EAST 500.63 FEET; THENCE SOUTH 20° 42' 16" EAST
499.00 FEET; THENCE SOUTH 22° 07' 09" EAST 499.32 FEET; THENCE SOUTH
21° 45' 31" EAST 500.88 FEET; THENCE SOUTH 21° 59' 38" EAST 227.33 FEET;
THENCE SOUTH 21° 59' 39" EAST 264.23 FEET; THENCE SOUTH 22° 30' 14" EAST
498.51 FEET; THENCE SOUTH 22° 43' 23" EAST 499.93 FEET; THENCE SOUTH
21° 20' 52" EAST 499.51 FEET; THENCE SOUTH 22° 12' 03" EAST 499.95 FEET;
THENCE SOUTH 21° 18' 01" EAST 498.09 FEET; THENCE SOUTH 23° 31' 50" EAST
493.34 FEET; THENCE SOUTH 23° 12' 12" EAST 498.28 FEET; THENCE SOUTH
22° 31' 35" EAST 507.15 FEET; THENCE SOUTH 22° 12' 00" EAST 498.62 FEET;
THENCE SOUTH 22° 18' 34" EAST 527.38 FEET; THENCE DEPARTING SAID MEAN
HIGH WATER LINE SOUTH 89° 27' 13" WEST 262.35 FEET TO A POINT ON THE
EASTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID EASTERLY RIGHT-
OF-WAY SOUTH 89° 27' 13" WEST 108.42 FEET TO A POINT ON THE WESTERLY RIGHT-
OF-WAY OF A-1-A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH
89° 27' 13" WEST 65.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF
THE OLD FLORIDA EAST COAST CANAL (200' R.W.); THENCE DEPARTING SAID
EASTERLY RIGHT-OF-WAY SOUTH 89° 27' 13" WEST 211.08 FEET TO A POINT ON
THE WESTERLY RIGHT-OF-WAY OF SAID OLD FLORIDA EAST COAST

(sheet 3 of 5)

CANAL; THENCE SOUTH 19° 11' 11" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 2786.38 FEET; THENCE SOUTH 17° 01' 23" EAST 3542.51 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL NORTH 46° 36' 23" WEST ALONG SAID EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY 1326.21 FEET; THENCE NORTH 22° 42' 28" WEST 8360.55 FEET; THENCE NORTH 22° 41' 50" WEST 563.33 FEET; THENCE NORTH 44° 45' 20" WEST 1003.14 FEET; THENCE NORTH 66° 49' 09" WEST 1914.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SAID OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY SOUTH 89° 41' 27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL 1203.59 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 18' 33" WEST 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 00° 37' 47" WEST 247.39 FEET TO A POINT OF THE SOUTHERLY RIGHT-OF-WAY OF SAID A-1-A; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 24' 54" WEST 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF A-1-A; THENCE SOUTH 89° 35' 06" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 309.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO INCLUDING A PARCEL OF LAND LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY (500' R/W) OF THE INTRACOASTAL WATERWAY IN GOVERNMENT SECTIONS 38 AND 46, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF CLUB HOUSE DRIVE (60' R/W) WITH THE WESTERLY RIGHT-OF-WAY OF YOUNG PARKWAY (104' R/W) ALL ACCORDING TO PALM COAST SECTION 3, AS RECORDED IN MAP BOOK 6, PAGE 8 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 20° 57' 23" EAST 72.45 FEET ALONG SAID RIGHT-OF-WAY OF YOUNG PARKWAY; THENCE NORTH 69° 02' 37" EAST 104.00 FEET; THENCE SOUTH 20° 57' 23" EAST 62.50 FEET; THENCE NORTH 69° 02' 37" EAST 833.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID INTRACOASTAL WATERWAY; THENCE SOUTH 20° 49' 48" EAST 857.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 20° 49' 48" EAST 203.11 FEET TO A POINT ON A CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTHWESTERLY 1141.28 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1045.92 FEET AND A CENTRAL ANGLE OF 62° 31' 12" TO A POINT, TANGENT TO SAID CURVE IS NORTH 04° 19' 03" WEST; THENCE SOUTH 85° 40' 57" WEST 25.00 FEET; THENCE SOUTH 04° 19' 03" EAST 550.00 FEET; THENCE SOUTH 85° 40' 57" WEST 150.00 FEET; THENCE NORTH 07° 04' 10" WEST 490.75 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 1458.01 FEET ALONG A CONCENTRIC CURVE TO THE RIGHT HAVING A RADIUS OF 1245.92 FEET AND A CENTRAL ANGLE OF 67° 02' 57" TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(sheet 4 of 5)

LESS AND EXCEPT THE RIGHT-OF-WAY OF A-1-A, JUNGLE HUT ROAD, 15TH ROAD, MALACOMPRA ROAD; ALL PLATTED STREETS LYING WITHIN THE JOHNSON BEACH SUBDIVISION, LOTS 1 - 9, 15 - 22, BLOCK 1; LOTS 1 - 3, 18 & 19, BLOCK 2; LOT 19, BLOCK 3, LOTS 1 - 4, 18 - 22, BLOCK 4; LOTS 1 - 11, 18 - 29, BLOCK 5; LOTS 13 & 14, 16 - 24, BLOCK 7; LOTS 2 & 5 - 11, BLOCK 8 OF SAID JOHNSON BEACH SUBDIVISION; OLD FLORIDA EAST COAST CANAL AND THE INTRACOASTAL WATERWAY.

NET ACRES CONTAINING 2244.91 ACRES, MORE OR LESS.

- NOTE
- 1) ALL BEARINGS ARE MEASURED FROM GRID NORTH PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION.
 - 2) THE MEAN HIGH WATERLINE WAS LOCATED IN ACCORDANCE WITH CHAPTER 177, PART 11, FLORIDA STATUTES AND CHAPTER 16.3, FLORIDA ADMINISTRATIVE CODE.

(sheet 5 of 5)



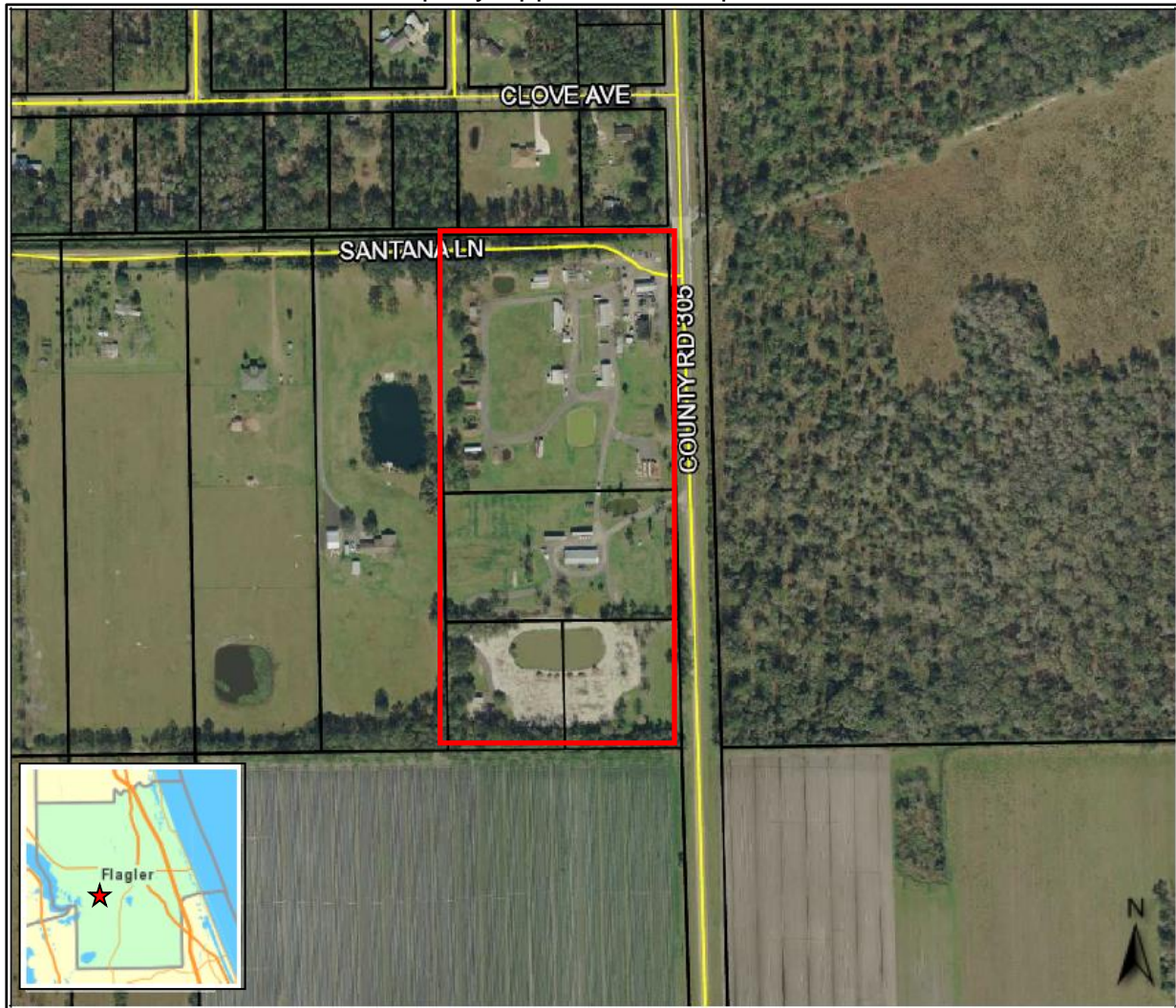
**FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD
PUBLIC HEARING / AGENDA ITEM #4**

SUBJECT: QUASI-JUDICIAL – Application #3173 – Request for Rezoning from AC (Agriculture) to PUD (Planned Unit Development); Parcel Numbers: 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, and 21-12-29-5550-00090-0032; 20+/- acres. Owner: Ralph Santore and Sons, Inc.; Applicant: Ralph John Santore III.

DATE OF MEETING: June 12, 2018

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The request is for approval of a rezoning from AC (Agriculture) District to PUD (Planned Unit Development) District for continued development and expansion of the Santore and Sons PUD, an existing fireworks manufacturing and testing facility. The subject parcels total 20+/- acres in size and are located on the West side of County Road 305:

Property Appraiser aerial photo:



This property has been used for fireworks manufacturing for over 30 years. Santore's fireworks are used nationally and internationally at theme parks, special events, holiday observances, concerts and sporting events, and similar occasions: odds are good that if you have seen a fireworks display that at least some of the fireworks used in the display were made by Santore at this facility. The need for this request is to meet increased demand for American-made fireworks, with Santore also exploring a more innovative product line that is attractive to users due to its smokeless qualities and environmental-friendly nature.

On May 25, 2018, the applicant submitted a rezoning application to change the zoning from the current designation of AC (Agriculture) to PUD (Planned Unit Development). This change is to allow for the property to continue to be used as a fireworks manufacturing and testing facility. This PUD would allow the expansion of the operation, with new fabricating and storage buildings to be added across the property as proposed through the submitted PUD Site Development Plan. As requested at this time, the PUD application is limited to the 20+/- acre area which was the subject of the previous Future Land Use Map amendment through Application #2923 and adopted through Ordinance No. 2013-02. This rezoning to PUD implements the parcel-specific limiting policy that was included in the Future Land Use Map amendment:

“FLUM Application #2923 limits industrial development through an approved Planned Unit Development (PUD) to permit continued operation and expansion of a fireworks manufacturing, storage, and distribution business and related ancillary uses, including periodic onsite fireworks testing. Being all of Tax Parcel #21-12-29-5550-00090-0010, #21-12-29-5550-00090-0030, #21-12-29-5550-00090-0031, and #21-12-29-5550-00090-0032.” (Policy A.1.1.10(10)).

Utilities are provided by a private well and septic system. Setbacks depicted on the PUD Site Development Plan and as provided in the Data Table are based on the most restrictive of the agencies having jurisdiction over Santore's operations, with the federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), the Florida Division of the State Fire Marshal, and to a lesser degree, the County's Fire Marshal all playing a role. In addition, applicable standards to be met by Santore principally include those published in the U.S. Code of Federal Regulations, Florida Statutes, and the Florida Administrative Code, with the standards published by the National Fire Protection Association (NFPA) often cited by the industry as the benchmark for compliance. Finally, as it applies to its operations, Santore's activities are also monitored by the federal Occupational Safety and Health Administration and the Department of Transportation. Due to ongoing safety and security concerns, fireworks manufacturing and transport is one of the most highly regulated industries in the United States.

Due to extensive setback requirements and the ever-changing regulatory landscape, Santore is in the process of extending its land holdings proximate to these initial 20 acres and will seek Future Land Use amendments and rezoning in the future to increase their manufacturing and storage capabilities.

Public notice has been provided for this application according to LDC Section 2.07.00 and Section 125.66, Florida Statutes.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

RECOMMENDATION: The Planning Department recommends that the Planning and Development Board recommend to the Board of County Commissioners approval of Application #3137, amending the zoning classification of a total of 20 acres, more or less, identified as Parcel Numbers 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, and 21-12-29-5550-00090-0032, from AC (Agriculture) to PUD (Planned Unit Development) District, and approval of the Santore and Sons Planned Unit Development, finding that the PUD is consistent with the Comprehensive Plan and the Land Development Code.

ATTACHMENTS:

1. Technical Staff Report
2. Draft Ordinance
3. Application and supporting documents
4. Public notice

**APPLICATION #3137
REZONING FROM AC TO PUD
RALPH SANTORE & SONS, INC.
TECHNICAL STAFF REPORT**

Project: Rezoning from AC (Agriculture) District to PUD (Planned Unit Development) District for the Santore and Sons PUD

Project #/Application #: 3137/2018050028

Owner: Ralph Santore & Sons, Inc.

Applicant/Agent: Ralph J. Santore III

Parcel #s: 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, and 21-12-29-5550-00090-0032

Parcel Size: 20+/- acres

Existing Zoning and Land Use(s)

Zoning: AC (Agriculture) District

Land Use: Industrial

Future Land Use Map Classification/Zoning of Surrounding Land

North: Mixed Use Low Intensity and Residential Low-density: Rural Estate/R/C (Residential/Limited Commercial) and MH-1 (Rural Mobile Home) District

East: County Road 305; Bunnell Agriculture & Timberlands/Bunnell Agriculture

South: Bunnell Agriculture & Timberlands/Bunnell Agriculture

West: Agriculture & Timberlands/AC (Agriculture)

Report in Brief

Intended development of this parcel is for expansion of an existing fireworks manufacturing and testing facility. Approval of this rezoning to Planned Unit Development implements the 2013 Future Land Use amendment for these 20 acres.

Land Development Code Sections Affected

Land Development Code (LDC) subsection 2.02.05.2: "The Planning and Development Board shall review and act upon applications for development review pursuant to the County Land Development Code and other applicable county ordinances." And Section 3.03.20.A, Purpose and intent of the PUD (Planned Unit Development) district: "The purpose and intent of the planned unit development (PUD) is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mix, open space, and more economical public services. The purpose of this provision is to encourage the unified development of large tracts of land using more creative and flexible concepts in site planning than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established in this article. The proposed PUD must be in harmony with the general purpose of the article and the county's comprehensive plan. The design and construction of a PUD project shall follow

a carefully devised plan of development which must be prepared in accordance with the requirements, procedures and approvals herein prescribed.”

Standards for Review

LDC Section 3.07.05, *Rezoning - action by the Planning and Development Board and Board of County Commissioners*. The Flagler County Planning and Development Board may recommend and the Flagler County Commission may enact an ordinance amending the zoning classification of the subject parcel. The adopted Flagler County Land Development Code lacks specific standards for review of a rezoning request; however, generally a request should be consistent with the adopted Comprehensive Plan and the following suggested standards:

- A. For all rezoning requests, the requested zoning designation must be consistent with the Future Land Use designation of the parcel as depicted on the adopted Future Land Use Map and as described in the Future Land Use Element of the adopted Flagler County Comprehensive Plan.

The related Future Land Use Map amendment Application #2923 approved in 2013 for Industrial and its parcel-specific limiting policy restricting the use to fireworks manufacturing provides the consistency with the proposed PUD zoning. In staff's opinion, the area within the limits of the PUD is appropriate and consistent with the Industrial Future Land Use.

- B. The requested zoning designation must be consistent with the goals, objectives, and policies of the Flagler County Comprehensive Plan.

Consistent with Table A.1 from Policy A.1.1.2, development on this parcel would be limited to a maximum Floor Area Ratio (FAR) of 0.45 and maximum impervious area of 70%; proposed development is well below these limits, with a majority of the project area remaining as open space at full build out. A review of relevant Goals, Objectives, and Policies of the Comprehensive Plan demonstrates that the requested rezoning to PUD is appropriate and generally consistent with the Comprehensive Plan and specifically consistent with Future Land Use Policy A.1.1.10(10).

- C. The requested zoning designation must be compatible with the adjacent and surrounding land uses. Land uses shall include, but not be limited to permitted uses, structures, and activities allowed within the Future Land Use category and zoning district. Compatibility shall be based on characteristics which can impact adjacent or surrounding uses including type of use, height, appearance, aesthetics, odors, noise, smoke, dust, vibration, traffic, sanitation, drainage, fire risk, environmental impacts, maintenance of public infrastructure, availability of potable water and sanitary sewer, and other necessary public services.

The proposed use as a fireworks manufacturer is consistent with the Comprehensive Plan and the County's unified Land Development Code. Compatibility has been demonstrated through the proposed site plan depicting setbacks from adjacent lot

lines and uses. The PUD agreement and site development plan remain compatible with the adjacent and surrounding land uses.

- D. The requested zoning will not adversely impact or exceed the capacity or the fiscal ability of Flagler County to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

The proposed development will be on a private potable well and private septic system; it is anticipated that this use will not impact or exceed the public facilities necessary to support the proposed development.

- E. The requested zoning shall not be approved if any of the proposed permitted uses or activities result in a public nuisance.

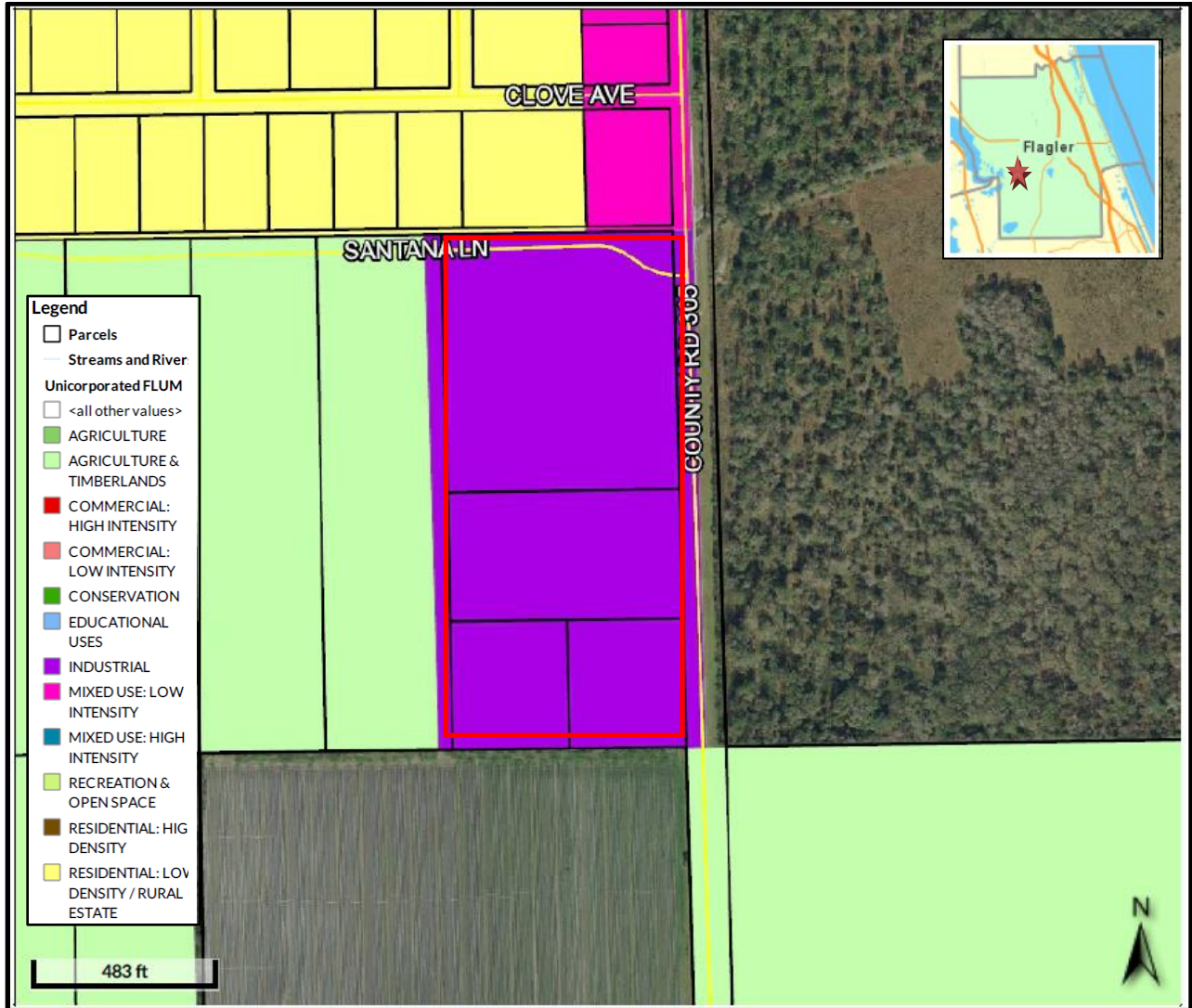
The PUD development agreement and PUD site development plan reduce – through buffering and limitations on the intensity of the use – the potential for a public nuisance. Any negative effects would be addressed through the code enforcement process.

- F. The requested zoning shall not be approved if any of the proposed traffic flow of the permitted uses have an unreasonable impact on the contiguous and surrounding area; or if the proposed traffic has an unreasonable impact upon the projected wear and tear of any public roadway designed to carry lighter traffic than proposed with the rezoning; or if the proposed traffic results in an unreasonable danger to the safety of other traffic, pedestrians, and bicyclists.

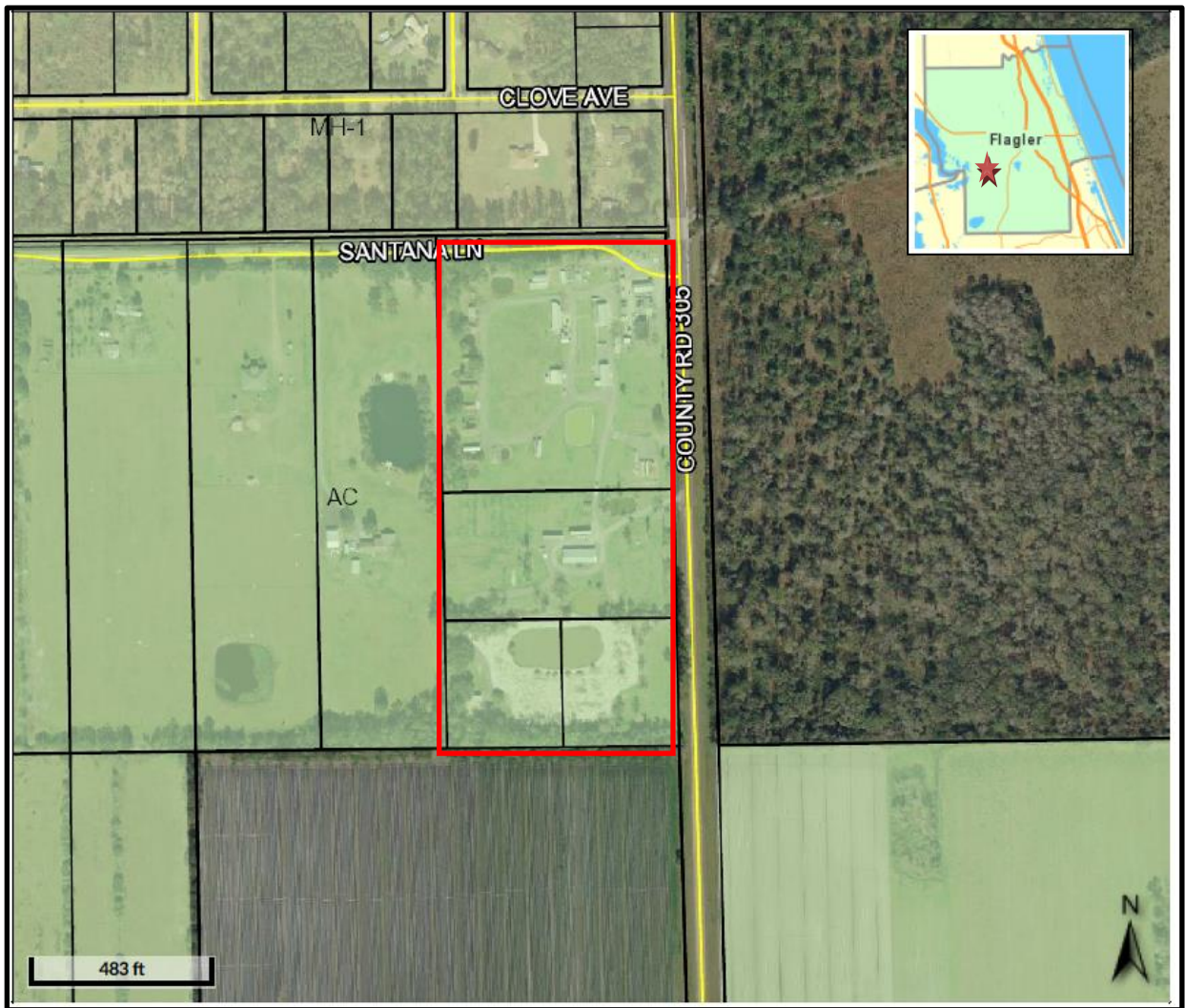
The requested zoning will have a de minimis impact on traffic flow: the expansion of the proposed use would result in minimal additional trips due to added employees and inbound deliveries and outbound shipments.

Overall, the requested rezoning to PUD provides the certainty of the use and development of the parcel.

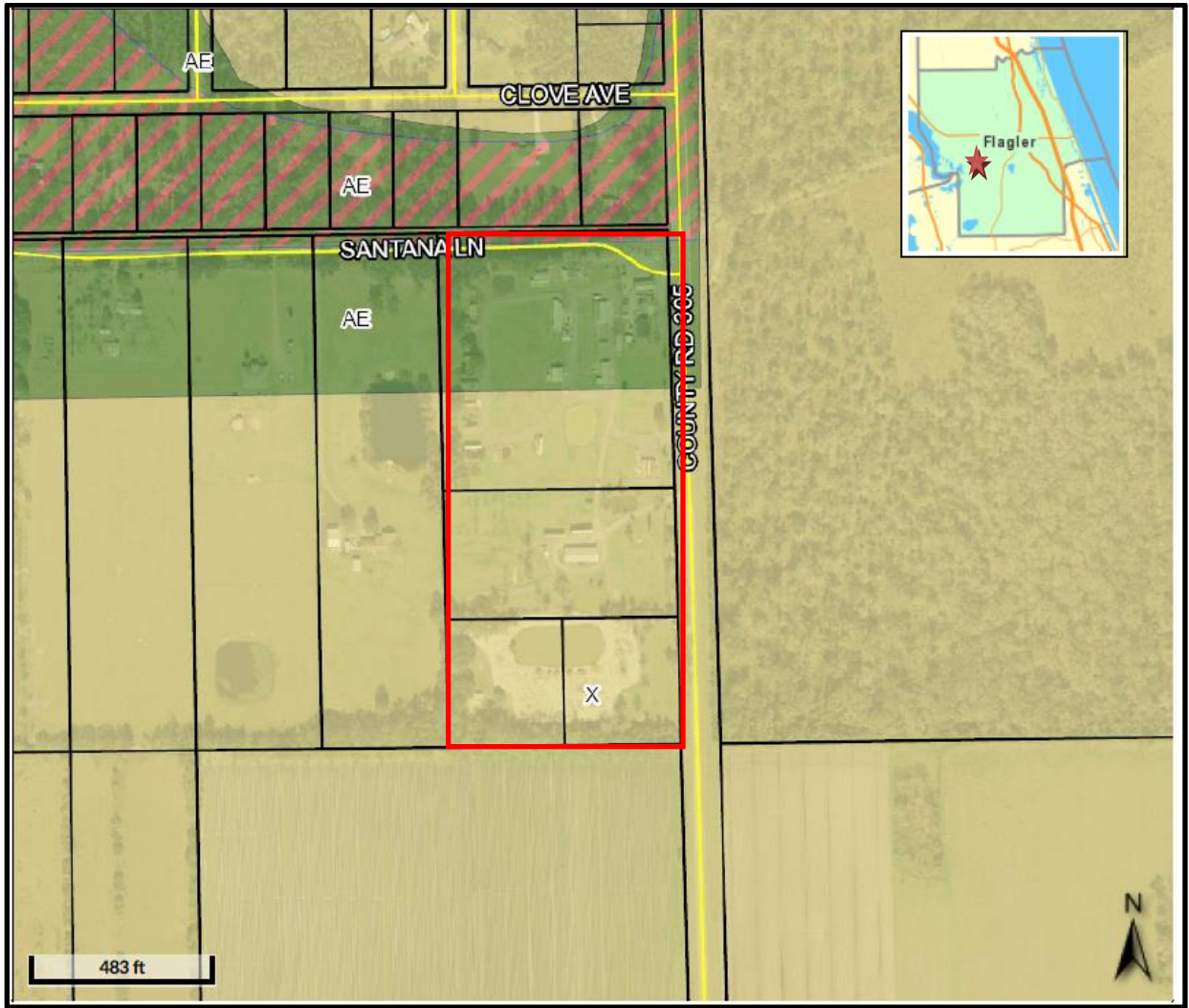
Future Land Use Map



Zoning Map



Flood Zone



ORDINANCE NO. 2018 – ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA ESTABLISHING THE SANTORE AND SONS PLANNED UNIT DEVELOPMENT (PUD); AMENDING THE ZONING CLASSIFICATION OF A TOTAL OF 20 ACRES, MORE OR LESS, LOCATED ON THE WEST SIDE OF COUNTY ROAD 305, PARCEL NUMBERS 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, AND 21-12-29-5550-00090-0032, FROM AC (AGRICULTURE) TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ralph Santore & Sons, Inc. (hereafter the “owner”), is the owner of the following contiguous parcels:

Parcel #21-12-29-5550-00090-0010, 10.00 acres in size;
Parcel #21-12-29-5550-00090-0030, 4.76 acres in size;
Parcel #21-12-29-5550-00090-0031, 2.50 acres in size; and
Parcel #21-12-29-5550-00090-0032, 2.50 acres in size; and

WHEREAS, the parcels identified by Flagler County Property Appraiser parcel numbers above together total 20 acres, more or less, more particularly described herein (hereafter the “subject property”); and

WHEREAS, the Flagler County Comprehensive Plan’s 2010-2035 Future Land Use Map (“FLUM”) designation of the subject property was amended from Agriculture & Timberlands to Industrial through the adoption of Ordinance No. 2013-02 on August 19, 2013; and

WHEREAS, as part of the ordinance adopting the Future Land Use Map amendment, the Board of County Commissioners also adopted a parcel-specific limiting policy to the Plan’s Future Land Use Element, adopted as Policy A.1.1.10(10) which states (in relevant part):

“FLUM Application #2923 limits industrial development through an approved Planned Unit Development (PUD) to permit continued operation and expansion of a fireworks manufacturing, storage, and distribution business and related ancillary uses, including periodic onsite fireworks testing. Being all of Tax Parcel #21-12-29-5550-00090-0010, #21-12-29-5550-00090-0030, #21-12-29-5550-00090-0031, and #21-12-29-5550-00090-0032.”

WHEREAS, the owner of the above-listed parcels is seeking the approval of this Ordinance rezoning the subject property from AC (Agriculture) to PUD (Planned Unit Development) zoning district and creating the Santore and Sons Planned Unit Development (hereafter the “Santore and Sons PUD”); and

WHEREAS, approval of this ordinance creating the Santore and Sons PUD is consistent with and implements the parcel-specific limiting policy adopted as Policy A.1.1.10(10); and

WHEREAS, this Ordinance and its attached Exhibits shall serve as the PUD Development Agreement for the Santore and Sons PUD; and

WHEREAS, on June 12, 2018, the Planning and Development Board conducted a public hearing on this request and voted to recommend approval; and

WHEREAS, on June 18, 2018, the Flagler County Board of County Commissioners held a public hearing on this request and voted to approve the ordinance creating the Santore and Sons PUD; and

WHEREAS, public notice of this action has been provided in accordance with Section 125.66, Florida Statutes, and Section 2.07.00, Flagler County Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. FINDINGS

- A. The above Recitals are incorporated herein as Findings of Fact.
- B. The Board of County Commissioners, pursuant to Section 3.04.02 of the Flagler County Land Development Code, finds as follows:
 - 1. The proposed Santore and Sons Planned Unit Development (PUD) does not adversely affect the orderly development of Flagler County and complies with applicable Comprehensive Plan goals, objectives and policies; and
 - 2. The proposed Santore and Sons PUD will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

Section 2. REZONING

- A. The subject property containing 20 acres, more or less, and legally described herein is hereby rezoned from AC (Agriculture) to PUD (Planned Unit Development). The legal description of the subject property to be rezoned through this application is:

All of Tracts 1 and 3 of Block 9 of Section 21, Township 12 South, Range 29 East, of the St. Johns Development Company subdivision, as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida.

- B. The Flagler County Official Zoning Map shall be amended to reflect this rezoning.

Section 3. ADOPTION OF DEVELOPMENT AGREEMENT

- A. This Ordinance and its Exhibits attached hereto shall serve as the PUD Development Agreement for the Santore and Sons Planned Unit Development (PUD).
- B. The Board of County Commissioners hereby adopts the PUD Development Agreement for the Santore and Sons PUD, the boundaries of said PUD as described herein and graphically depicted at Exhibit "A" as attached hereto.
- C. Development within the boundaries of the Santore and Sons PUD as approved shall take place consistent with the Flagler County Land Development Code as may be modified or amended, this Ordinance, and the PUD Site Development Plan consisting of two sheets – a plan sketch and a data table – prepared by the applicant included at Exhibit "A" and attached hereto. The requirements of this Ordinance supersede any inconsistent provisions of the Flagler County Land Development Code or other ordinances of the County.
- D. Uses within the Santore and Sons PUD as herein established shall rely on those dimensional requirements listed within the I (Industrial) zoning district, with the exception that the permitted principal uses and structures shall be limited to operation and expansion of a fireworks manufacturing, storage, and distribution business and related ancillary uses, including periodic onsite fireworks testing.
- E. A landscape buffer of a minimum of twenty-five (25) feet in width shall be maintained adjacent to County Road 305 in perpetuity, consisting of existing vegetation augmented by native plant species and approved additional landscaping.
- F. One (1) freestanding ground monument sign may be permitted, provided that:
- the sign's height does not exceed six (6) feet as measured from adjacent grade;
 - the copy area on any sign face does not exceed 32 square feet in area;
 - the sign may consist of not more than two faces (i.e., double-sided);
 - the sign may be illuminated, but shall not be a digital sign; and
 - the sign may be located no closer to the front property line than ten (10) feet, with the location to be approved through the site development plan.
- G. The Santore and Sons PUD will require final site development plan approval prior to issuance of a land development permit. The PUD is proposed to be developed in multiple phases, with the initial phase being the primary use consisting of the initial 20 acres including the existing and proposed administration, processing, storage, and testing buildings located on the subject property. All infrastructure necessary to support each phase shall be constructed with each phase. Adequate emergency vehicle access and turn-arounds shall be provided at all times.

- H. Minor deviations of the actual location of proposed structures and uses shall be allowed with the approval of the Planning Director so long as the dimensional requirements of the I (Industrial) zoning district are met.
- I. The provisions of this Ordinance shall be binding upon successors and assigns to the extent applicable.
- J. This Ordinance shall be effective as of the date provided herein and shall remain effective until amended or rescinded.
- K. The owner agrees to the terms and conditions of this Ordinance as demonstrated through their consent and signature provided at Exhibit "B" attached hereto and made a part hereof.

Section 4. EFFECTIVE DATE

This Ordinance shall take effect upon Official Acknowledgement by the Secretary of State that the Ordinance has been filed.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA THIS 18TH DAY OF JUNE, 2018.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gregory L. Hansen, Chair

ATTEST:

Approved as to Form:

By: _____
Tom Bexley, Clerk of the Circuit Court and Comptroller

Albert J. Hadeed, County Attorney

EXHIBIT "A"
Santore and Sons PUD Site Development Plan



EXHIBIT "A"
Santore and Sons PUD Site Development Plan

Data Table

(Note: Data Table also includes buildings in future phases)

#	New buildings/purpose	NFPA 1124-17 item	ATF item
7	1.3g magazines	NFPA 1124-17 table 4.6.4.1	ATF 555.224
1	'low explosives' magazine	NFPA 1124-17 table 4.6.4.4/7	ATF 555.218/219
9	new 1.4G workroom, 40'x40'max (100lb max)	NFPA 1124-17 table 4.6.2.1	ATF 555.222
1	new mixing room, 1.3g/500lb max	NFPA 1124-17 table 4.6.3	ATF 555.223
1	new drying room (not regulated)	not regulated	not regulated
2	new 40x40 non-explosive goods, not-regulated	NFPA 1124-17 appn A.3.3.9.10	not regulated
1	new 50x80 non-explosive goods, not-regulated	NFPA 1124-17 appn A.3.3.9.10	not regulated

all existing buildings and magazines retain their current functions.

Notes -- 'clearance lines' around all work buildings and storage sheds are "actual clearance" distances. Their clearance lines MAY overlap. So long as the clearance line of one does not overlap the STRUCTURE in another, then the clearance is sufficient.

The clearance lines around the 8 magazines are 'half-distance' for the purpose of easing layouts. In the case of the magazines - only - the clearance lines themselves must not overlap.

DRAFT

EXHIBIT "B"
Owner's Consent

COMES NOW, the Owner on behalf of itself and its successors, assigns and transferees of any nature whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Santore and Sons PUD.

WITNESS my hand and official seal this ____ day of _____, 20__.

WITNESSES:

Ralph J. Santore, Jr.
Ralph Santore & Sons, Inc.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Ralph J. Santore, Jr., who is personally known to me or produced _____ for identification and who did/did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 20__.

Signature of Notary Public

Printed Name

(SEAL)



APPLICATION FOR REZONING TO A PLANNED UNIT DEVELOPMENT

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110

Telephone: (386) 313-4009 Fax: (386) 313-4109

RECEIVED

MAY 25 2018

PLANNING
FLAGLER COUNTY, FL

Application/Project #: 3137/2018050028

PROPERTY OWNER(S)	Name(s):	Ralph Santore and Sons, Inc.		
	Mailing Address:	P.O. Box 70		
	City: Bunnell	State: FL	Zip: 32110	
	Telephone Number	386-437-2242	Fax Number	

APPLICANT / AGENT	Name(s):			
	Mailing Address:			
	City:	State:	Zip:	
	Telephone Number		Fax Number	
	Email Address			

SUBJECT PROPERTY	SITE LOCATION (street address):	2546 County Road 305
	LEGAL DESCRIPTION:	All of Lots 1 and 3 of Block 9 of Section 21, Township 12 South, Range 29 East, of St. Johns Development Company subdivision plat, recorded at Map Book 1, Page 7, PRFCF.
	Parcel # (tax ID #):	21-12-29-5550-00090-0010, -0030, -0031, and -0032
	Parcel Size:	20+/- acres

ZONING	PRESENT Zoning Classification:	AC (Agriculture) District
	Present Future Land Use Designation:	I (Industrial) Future Land Use
	PROPOSED ZONING CLASSIFICATION	PUD (Planned Unit Development) District

Ralph Santore
Signature of Owner(s) or Applicant/Agent
if Owner Authorization form attached

5/17/18
Date

****OFFICIAL USE ONLY****

PLANNING BOARD RECOMMENDATION/ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

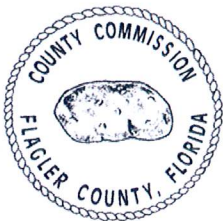
Date: _____ *approved with conditions, see attached.

NOTE: The applicant or a representative, must be present at the Public Hearing since the Board, at its discretion, may defer action, table, or take decisive action on any application.

Rev. 03/06

RECEIVED

MAY 25 2018



Owner's Authorization for Applicant/Agent

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110

PLANNING
FLAGLER COUNTY, FL

Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project # 3137/2018050028

Ralph John Santore III, is hereby authorized TO ACT ON BEHALF
OF Ralph Santore and Sons, Inc., the owner(s) of those lands described
within the attached application, and as described in the attached deed or other such
proof of ownership as may be required, in applying to Flagler County, Florida for an
application for Rezoning to PUD

(ALL PERSONS, WHO'S NAMES APPEAR ON THE DEED MUST SIGN)

By: [Signature]
Signature of Owner

Ralph J. Santore, Jr. / President
Printed Name of Owner / Title (if owner is corporation or partnership)

Signature of Owner

Printed Name of Owner

Address of Owner: Telephone Number (incl. area code)

P.O. Box 70 386-437-2242

Mailing Address

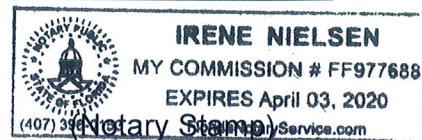
Bunnell FL 32110
City State Zip

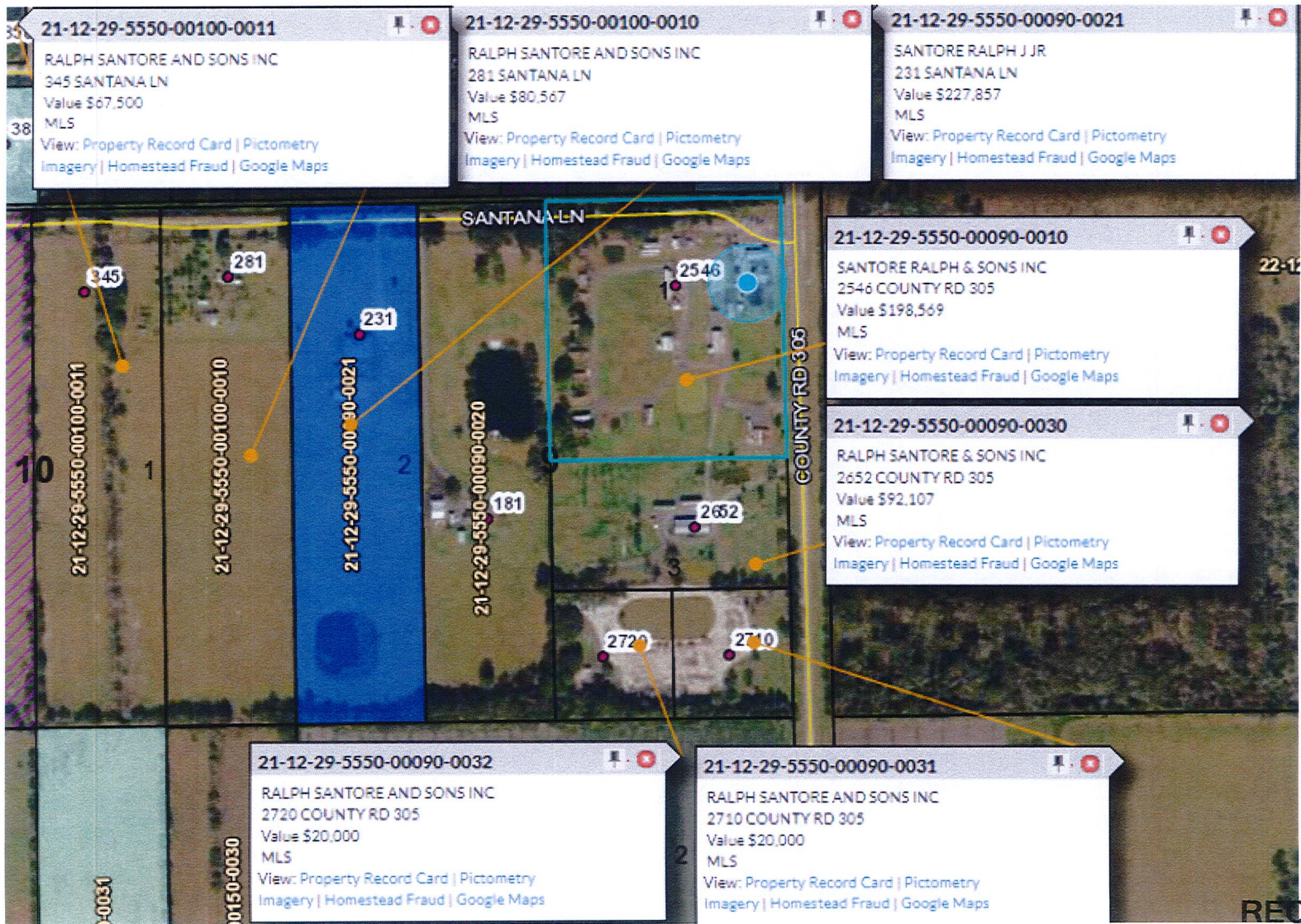
STATE OF Florida

COUNTY OF Flagler

The foregoing was acknowledged before me this 17th day of May,
2018 by Ralph Santore Jr. and
who is/are personally known to me or who has produced
as identification, and who (did) / (did not) take an oath.

[Signature]
Signature of Notary Public

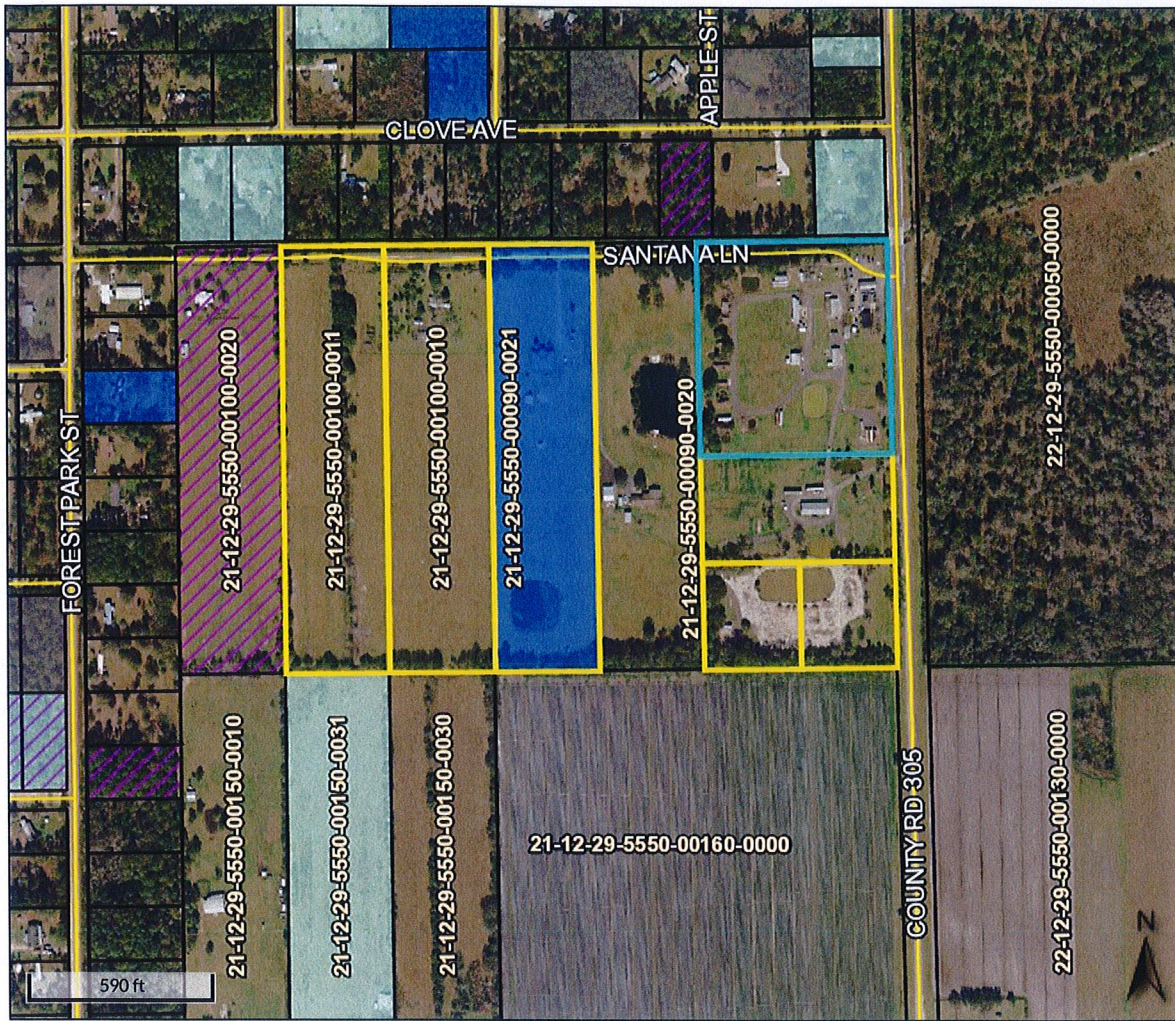




RECEIVED

MAY 25 2018

PLANNING
 FLAGLER COUNTY, FL



Overview



Legend

- Parcels
- Yearly Sales**
 - 2016
 - 2017
 - 2018
- Streams and River

Parcel ID	21-12-29-5550-00090-0010	Owner	SANTORE RALPH & SONS INC	Land Value	\$118,925	Last 2 Sales			
Class Code	LIGHT MANU		PO BOX 70	Ag Land Value	\$0	Date	12/1/1995	Price	0
Taxing District	75		BUNNELL, FL 32110	Building Value	\$67,856	Date	2/1/1983	Price	0
Acres	9.514	Physical Address	2546 COUNTY RD 305	Misc Value	\$11,788	Reason	EXAMINATION	Reason	QUAL/PHY PROP CHGD AFTER SALE
				Just Value	\$198,569	Reason	QUAL/PHY PROP CHGD AFTER SALE	Reason	QUAL/PHY PROP CHGD AFTER SALE
				Assessed Value	\$198,569	Reason	EXAMINATION	Reason	QUAL/PHY PROP CHGD AFTER SALE
				Exempt Value	\$0	Reason	EXAMINATION	Reason	QUAL/PHY PROP CHGD AFTER SALE
				Taxable Value	\$198,569	Reason	EXAMINATION	Reason	QUAL/PHY PROP CHGD AFTER SALE

Date created: 5/17/2018
Last Data Uploaded: 5/17/2018 2:21:44 AM

Parcel ID	Owner	Property Address
21-12-29-5550-00090-0030 ✓	RALPH SANTORE & SONS INC	2652 COUNTY RD 305
21-12-29-5550-00090-0031 ✓	RALPH SANTORE AND SONS INC	2710 COUNTY RD 305
21-12-29-5550-00090-0032 ✓	RALPH SANTORE AND SONS INC	2720 COUNTY RD 305
21-12-29-5550-00100-0010 ✓	RALPH SANTORE AND SONS INC	281 SANTANA LN
21-12-29-5550-00100-0011 ✓	RALPH SANTORE AND SONS INC	345 SANTANA LN
21-12-29-5550-00090-0010 ✓	SANTORE RALPH & SONS INC	2546 COUNTY RD 305
21-12-29-5550-00090-0021 ✓	SANTORE RALPH J JR	231 SANTANA LN

This instrument is prepared by:
Harry G. McConnell
P.O. Box 15200
Daytona Beach, Florida 32115

Inst No: 96010403 Date: 06/26/1996
Doc Stamp-Deed : 0.70
SYD CROSBY FLAGLER County
By: [Signature] D.C. Time: 12:39:3

QUIT CLAIM DEED

OFF REC 0559 PAGE 1182

THIS QUIT CLAIM DEED, is executed this 26 day of December, 1995, between Ralph Santore, Jr., (hereinafter the "Grantor") and Ralph Santore and Sons, Inc., (hereinafter the "Grantee") whose permanent address is P.O. Box 1127, Bunnell, Florida and whose tax identification number is [REDACTED]

GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release, and quit claim unto GRANTEE forever, all right, title, interest, claim and demand which the GRANTOR has in and to the following described parcel of land, situated, lying and being in the County of Flagler, State of Florida to wit:

Parcel 6: The North 1/2 of tract 1, Block 9, Section 21, Township 12 South Range 29 East, St. Johns Development Company's Subdivision, a subdivision recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida and more particularly described as follows: From the East 1/4 Corner of said Section 21, bear South 1 31' 12" East along the East line of said Section 21, a distance of 15.00 feet; thence South 89 11' 54" West parallel with the North line of the Southeast 1/4 of Section 21, a distance of 50.00 to the point of beginning; thence continue South 89 11' 54" West a distance of 592.23 feet; thence South 1 14' 33" East a distance of 314.79 feet; thence North 89 13' 14" East a distance of 593.83 feet; thence North 1 31' 12" West a distance of 315.06 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all rights and estate of GRANTOR.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed on the day and year stated above.

Signed and sealed in the presence of:

[Signature]
Lynette Edwards

[Signature]
Ralph Santore, Jr.

[Signature]
Carmen Micalizzi



ROBERT G DELIA
My Comm Exp. 8/14/98
Bonded By Service Ins
No. CC400338
Personally Known (100% L.D.)

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26 day of December, 1995 by Ralph Santore, Jr., who is personally known to me or who produced his [Signature] as identification.

[Signature]
Notary Public

WARRANTY DEED

THIS INDENTURE, made this 18 day of January, 2007, between BRUCE HEDETNIEMI and CATHY HEDETNIEMI, husband and wife, whose post office address is 417 Frederick Farms Road, Bunnell, Florida 32110, Party of the First Part, and RALPH SANTORE AND SONS, INC., a Florida Corporation, party of the second party, whose post office address is: Post Office Box 70, Bunnell FL 32110

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said party of the second party, its heirs and assigns forever, the following described land, to-wit:

See attached Exhibit "A"

Subject to taxes subsequent to December 31, 2006, and all subsequent years.

Subject to easements, restrictions, conditions and reservations of record, if any, the mention of which shall not serve to reimpose the same.

The Property Appraiser's Parcel Identification Number of the property is 2112295550000900030.

And the said party of the first part does hereby fully warrant the title to said land and will defend same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Arnold Rogers
Witness Signature

ARNOLD ROGERS
Printed Name

Michael S. Teal
Witness Signature

MICHAEL S. TEAL
Printed Name

Bruce Hedetniemi
Bruce Hedetniemi

Arnold Rogers
Witness Signature

ARNOLD ROGERS
Printed Name

Michael S. Teal
Witness Signature

MICHAEL S. TEAL
Printed Name

Cathy Hedetniemi
Cathy Hedetniemi

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared BRUCE HEDETNIEMI and CAHTY HEDETNIEMI, husband and wife, who are personally known to me or provided the following type of identification: FLA. D.L. and who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed and they did not take an oath.

Witness my hand and official seal in the State and County last aforesaid this 18 day of January, 2007.

Michael S. Teal
Notary Public, State of Florida
My commission expires:

This instrument prepared by:
MICHAEL S. TEAL/nae
Huddleston & Teal, P.A.
1512 So. Volusia Avenue
Orange City FL 32763



Michael S. Teal
MY COMMISSION # DD192989 EXPIRES
April 9, 2007
BONDED THRU TROY FARM INSURANCE, INC.

Plant File Number: 06-9513

Agent File Nun

EXHIBIT "A"

PARCEL #8 - The North 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, a subdivision as recorded in Plat Book 1, at Page 7, of the Public Records of Flagler County, Florida, less and except the Easterly 35 feet of a road Right of Way purposes, and more particularly described as follows: From the East 1/4 corner of line of said Section 21 bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21 a distance of 660.12 feet; thence South 89 degrees 14 minutes 40 seconds West a distance of 50.00 feet to the Point of Beginning, thence continue South 89 degrees 14 minutes 40 seconds West a distance of 595.43 feet; thence South 1 degree 14 minutes 33 seconds East a distance of 329.79 feet; thence North 89 degrees 15 minutes 54 seconds East a distance of 597.03 feet; thence North 1 degrees 31 minutes 12 seconds West a distance of 330.06 feet to the Point of Beginning.

WARRANTY DEED

THIS INDENTURE, made this 05 day of August, 2008, between BRUCE HEDETNIEMI and CATHY A. HEDETNIEMI, husband and wife, whose post office address is 417 Frederick Farms Road, Bunnell, Florida 32110, Party of the First Part, and RALPH SANTORE AND SONS, INC., a Florida Corporation parties of the second party, whose post office address is: Post Office Box 70, Bunnell FL 32110

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said party of the second party, its heirs and assigns forever, the following described land, to-wit:

See attached Exhibit "A"

THE LAND HEREIN CONVEYED DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS NOR DOES IT LIE ADJACENT TO OR CONTIGUOUS TO THEIR HOMESTEAD.

Subject to taxes subsequent to December 31, 2007, and all subsequent years.

Subject to easements, restrictions, conditions and reservations of record, if any, the mention of which shall not serve to reimpose the same.

The Property Appraiser's Parcel Identification Number of the property is 2112295550000900031, and 2112295550000900032.

And the said party of the first part does hereby fully warrant the title to said land and will defend same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Michael S. Teal
Witness Signature
MICHAEL S. TEAL
Printed Name
Nancy A. Eicher
Witness Signature
Nancy A. Eicher
Printed Name

Bruce Hedetniemi
Cathy A. Hedetniemi as P.O.A. for Bruce Hedetniemi
Cathy Hedetniemi
Cathy A. Hedetniemi

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CATHY A. HEDETNIEMI, individually and as Durable Family Power of Attorney for BRUCE HEDETNIEMI, who is personally known to me or provided the following type of identification: *Driver's License* and who acknowledged before me that she executed the foregoing instrument for the purposes therein expressed and she did not take an oath.

Witness my hand and official seal in the State and County last aforesaid this 05 day of August, 2008.

Michael S. Teal
Notary Public, State of Florida
My commission expires:

This instrument prepared by:
MICHAEL S. TEAL/nae
Huddleston & Teal, P.A.
817 West New York Avenue
DeLand FL 32720



MICHAEL S. TEAL
Commission DD 653661
Expires April 9, 2011
Bonded Thru Troy Film Insurance 800-385-7019

EXHIBIT "A"

A portion of: The South 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, a subdivision as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Easterly 35 feet for road right-of-way, being more particularly described as follows: From the East 1/4 corner of said Section 21, bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21, a distance of 990.18 feet; thence South 89 degrees 15 minutes 54 seconds West a distance of 647.02 feet to the Point of Beginning; thence South 01 degree 14 minutes 33 seconds East, a distance of 329.79 feet; thence North 89 degrees 17 minutes 24 seconds East, a distance of 299.31 feet; thence North 01 degree 22 minutes 46 seconds West, a distance of 329.93 feet; thence South 89 degrees 15 minutes 54 seconds West, a distance of 298.51 feet to the Point of Beginning. Subject to easement for ingress and egress being more particularly described as follows: A portion of: The South 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, a subdivision as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Easterly 35 feet for road right-of-way, being more particularly described as follows: From the East 1/4 corner of said Section 21, bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21, a distance of 990.18 feet; thence South 89 degrees 15 minutes 54 seconds West a distance of 50.00 feet to the Point of Beginning; thence continuing South 89 degrees 15 minutes 54 seconds West a distance of 298.51 feet; thence South 1 degree 22 minutes 46 seconds East, a distance of 80.00 feet; thence North 89 degrees 15 minutes 52 seconds East, a distance of 298.70 feet; thence North 1 degree 31 minutes 12 seconds West, a distance of 80.00 feet to the Point of Beginning.

Parcel I.D. No. 21-12-29-5550-00090-0032

AND

Parcel 9: The South 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, a subdivision as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Easterly 35 feet for road right-of-way, being more particularly described as follows: From the East 1/4 corner of said Section 21, bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21, a distance of 990.18 feet; thence South 89 degrees 15 minutes 54 seconds West a distance of 50.00 feet to the Point of Beginning; thence continuing South 89 degrees 15 minutes 54 seconds West a distance of 597.03 feet; thence South 1 degrees 14 minutes 33 seconds East, a distance of 329.79 feet; thence North 89 degrees 17 minutes 24 seconds East a distance of 598.62 feet; thence North 1 degree 31 minutes 12 seconds West, a distance of 330.06 feet to the Point of Beginning. Less and Except: A portion of: The South 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, a subdivision as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Easterly 35 feet for road right-of-way, being more particularly described as follows: From the East 1/4 corner of said Section 21, bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21, a distance of 990.18 feet; thence South 89 degrees 15 minutes 54 seconds West a distance of 647.02 feet to the Point of Beginning; thence South 01 degree 14 minutes 33 seconds East, a distance of 329.79 feet; thence North 89 degrees 17 minutes 24 seconds East, a distance of 299.31 feet; thence North 01 degree 22 minutes 46 seconds West, a distance of 329.93 feet; thence South 89 degrees 15 minutes 54 seconds West, a distance of 298.51 feet to the Point of Beginning. Subject to easement for ingress and egress being more particularly described as follows: A portion of: The South 1/2 of Tract 3, Block 9, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, a subdivision as recorded in Map Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Easterly 35 feet for road right-of-way, being more particularly described as follows: From the East 1/4 corner of said Section 21, bear South 1 degree 31 minutes 12 seconds East along the East line of said Section 21, a distance of 990.18 feet; thence South 89 degrees 15 minutes 54 seconds West a distance of 50.00 feet to the Point of Beginning; thence continuing South 89 degrees 15 minutes 54 seconds West a distance of 298.51 feet; thence South 1 degree 22 minutes 46 seconds East, a distance of 80.00 feet; thence North 89 degrees 15 minutes 52 seconds East, a distance of 298.70 feet; thence North 1 degree 31 minutes 12 seconds West, a distance of 80.00 feet to the Point of Beginning.

Parcel I.D. No. 21-12-29-5550-00090-0031

Prepared by and return to:

Harlan L. Paul
Attorney at Law
Paul, Elkind, Branz & Kelton, P.A.
142 E. New York Avenue
DeLand, FL 32724
386-734-3020
File Number: 050154

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of February, 2018 between **George E. Taylor, Jr. and Carol A. Taylor, husband and wife**, whose post office address is **19 Village Drive, Ormond Beach, FL 32174**, grantor, and **Ralph J. Santore, Jr., a married man**, whose post office address is **12 Blackwell Place, Palm Coast, FL 32137**, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Flagler County, Florida** to-wit:

The West 1/2 of Tract 2, Block 9, Section 21, Township 12 South, Range 29 East, St. John's Development Company Subdivision, recorded in Plat Book 1, Page 7, of the Public Records of Flagler County, Florida. Less the Northerly 45 feet for public Right-of-Way.

Parcel Identification Number: 21-12-29-5550-00090-0021

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[EXECUTION ON THE FOLLOWING PAGE]

Signed, sealed and delivered in our presence:

Christine Neprud
Printed Witness Name: Christine Neprud

George E. Taylor, Jr.
George E. Taylor, Jr.

Ralph Santore, III
Printed Witness Name: Ralph Santore, III

Carol A. Taylor
Carol A. Taylor

Christine Neprud
Printed Witness Name: Christine Neprud

Ralph Santore, III
Printed Witness Name: Ralph Santore, III

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 15th day of February, 2018 by George E. Taylor, Jr. and Carol A. Taylor, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Christine Neprud
Notary Public

Printed Name: Christine Neprud

My Commission Expires: 3/3/18



This instrument prepared by:
Harry G. McConnell
P.O. Box 15200
Daytona Beach, FL 32115

(WITHOUT BENEFIT OF TITLE SEARCH)

Parcel ID #: 21-12-29-5550-00100-010 and 21-12-29-5550-00100-0011

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made this 1st day of April, 2011, between Anthony Santore, Jr. (hereinafter the "Grantor"), and Ralph Santore and Sons, Inc., whose address is 2546 Highway 305 South, Bunnell, Florida, (hereinafter the "Grantee").

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby remise, release and quit-claim to the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to that certain property situated in Flagler County, Florida, and more particularly described as follows:

All of Tract 1, Block 10, Section 21, Township 12 South, Range 29 East, St. Johns Development Company's Subdivision, according to the plat thereof, recorded in Plat Book 1, Page 7 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 Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Quit-Claim Deed the day and year stated above.

Signed and sealed in the presence of:



Aletha Brown-Hall



Anthony Santore, Jr.



Harry G. McConnell

STATE OF FLORIDA)
)SS:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by Anthony Santore, Jr., this 1st day of April, 2011. He is personally known to me.





Harry G. McConnell
Notary Public, State of Florida

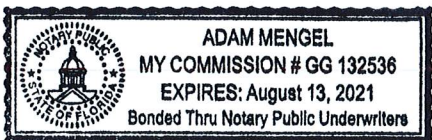
AFFIDAVIT OF LEGAL NOTICE

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

1. I am over the age of 18 and I am a resident of the State of Florida. I have personal knowledge of the facts herein and, if called as a witness, could testify competently thereto.
2. I either completed the legal notice described herein or it was completed under my responsible direction.
3. The facts herein relate specifically to Application # 3137 (Project # 2018050028).
4. Notice for this Application has been provided as stated herein for the (select as applicable):
 Planning and Development Board meeting on June 12, 2018 [date]; and/or
 Board of County Commissioners meeting on June 18, 2018 [date].
5. Newspaper publication (select one, proof of publication attached):
 legal advertisement (Publication date: MAY 23, 2018)
 2 x 10 with map (Publication date: _____)
 2 x 10 without map (Publication date: _____)
6. Mailed notice: 13 [number] letters were mailed out on MAY 25, 2018 [date] to parcel owners as listed within Property Appraiser records within 300 feet of the subject parcel(s) (copy of parcel list and sample notice letter attached).
7. Posted notice: 2 [number] signs were posted on the subject parcel(s) on MAY 25, 2018 [date] (photographs of posted signs attached).

By: Wendy A. Hickey
Name: WENDY A. HICKEY

Sworn and subscribed before me on JUNE 4, 2018 [date] by WENDY A. HICKEY [name] who (select one): is personally known to me or _____ produced _____ [document] as identification and who took an oath.



(SEAL)

Adam Mengel
NOTARY PUBLIC - STATE OF FLORIDA
Name: ADAM MENGEL
Commission No.: GG 132536
My Commission Expires: AUGUST 13, 2021

NOTICE OF REZONING

Pursuant to Section 2.07.00, Flagler County Land Development Code, and Chapter 125, Florida Statutes, the Flagler County Board of County Commissioners hereby provide notice of consideration of Application #3137 submitted by Ralph Santore, Jr., as applicant for property owned by Ralph Santore and Sons, Inc., and possible adoption of an Ordinance titled similar to:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA ESTABLISHING THE SANTORE AND SONS PLANNED UNIT DEVELOPMENT (PUD); AMENDING THE ZONING CLASSIFICATION OF A TOTAL OF 20 ACRES, MORE OR LESS, LOCATED ON THE WEST SIDE OF COUNTY ROAD 305, PARCEL NUMBERS 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031, AND 21-12-29-5550-00090-0032, FROM AC (AGRICULTURE) TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

Public hearings on the above-captioned matter will be held as follows:

FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD – June 12, 2018 at 6:00 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS – June 18, 2018 at 5:30 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida.

All interested persons are urged to attend these public hearings and be heard. Anyone wishing to express their opinion may attend, telephone 386-313-4009 or write to: Flagler County Planning Department, 1769 E. Moody Blvd, Building 2, Bunnell, FL 32110 or email to amengel@flaglercounty.org. Copies of the proposal, supporting data and analysis, staff reports and other pertinent information are available for review at the Flagler County Planning & Zoning Dept., 1769 East Moody Boulevard, Bldg, 2, Bunnell, Florida 32110.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE NEEDED AND, FOR SUCH PURPOSES, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH 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 PLANNING DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE MEETING.

NT2290633 May 23, 2018 1t

3137 Santore Sons Rezone

ParcelId	Owner	Address	City, State, Zip
13-12-28-1800-01550-0100	EDWIN H MARTIN	PO BOX 1662	BUNNELL, FL 32110
13-12-28-1800-01550-0110	CHARLES FUTCH	3631 CLOVE AVE	BUNNELL, FL 321105308
13-12-28-1800-01550-0120	JOSE R & TAMILYN SOSA	3762 QUENTIN AVE	BOYNTON BEACH, FL 33436
13-12-28-1800-01550-0130	DANIEL DAVID DEILY	3555 CLOVE AVENUE	BUNNELL, FL 32110
13-12-28-1800-01550-0160	ROBERT RATAJCZAK	2151 CIMARRON WAY	ADDISON, IL 60101
22-12-29-5550-00050-0000	ELBERT F & PAMELA M TUCKER	926 CR 90 E	BUNNELL, FL 32110
22-12-29-5550-00130-0000	SUNNY J BARZELOGNA LIFE ESTATE	2961 CR 305	BUNNELL, FL 32110
21-12-29-5550-00160-0000	HERSCHEL C KING JR TRUSTEE	801 CR 25	BUNNELL, FL 32110
21-12-29-5550-00090-0030	RALPH SANTORE & SONS INC	PO BOX 70	BUNNELL, FL 32110
21-12-29-5550-00090-0010	SANTORE RALPH & SONS INC	PO BOX 70	BUNNELL, FL 32110
21-12-29-5550-00090-0031	RALPH SANTORE AND SONS INC	PO BOX 70	BUNNELL, FL 32110
21-12-29-5550-00090-0032	RALPH SANTORE AND SONS INC	PO BOX 70	BUNNELL, FL 32110
21-12-29-5550-00090-0020	JOHN A & HOPE SHERYL ROETTING	181 SANTANA LANE	BUNNELL, FL 32110

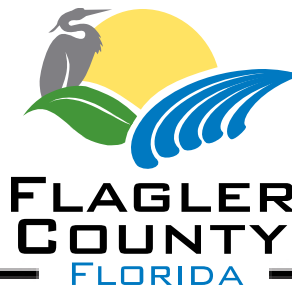
I hereby affirm mailed notice to each owner on May 25, 2018 for the Planning & Development Board Meeting on June 12, 2018 at 6:00 pm, and the Board of County Commissioners Meeting on June 18, 2018 at 5:30 pm.


 Wendy Hickey, Planner

Hasler
 05/25/2018
 US POSTAGE \$000.00⁰
 ZIP 32110
 011E11679462

Planning and Zoning

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

May 25, 2018

EDWIN H MARTIN
PO BOX 1662
BUNNELL, FL 32110

Re: Application #3137- Rezoning

Subject Property Parcel #'s 21-12-29-5550-00090-0010, 21-12-29-5550-00090-0030, 21-12-29-5550-00090-0031 and 21-12-29-5550-00090-0032

Dear Property Owner:

As an owner of property within 300' of the property referenced herein, the Flagler County Planning Department, in accordance with Section 2.07.00 of the Flagler County Land Development Code, advises you that:

A request for a rezoning has been made by Ralph Santore Jr. representing Ralph Santore and Sons, Inc. to amend the zoning designation on approximately 20 +/- acres from the present designation of AC (Agriculture) to proposed designation PUD (Planned Unit Development).

The public hearings for the application will be held in the Flagler County Government Services Building, Board Chambers, at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, and are scheduled as follows:

Planning and Development Board public hearing on Tuesday, June 12, 2018 at 6:00 p.m.
Board of County Commissioners public hearing on Monday, June 18, 2018 at 5:30 p.m.

You are welcome to attend and express your opinion.

Sincerely,

Wendy Hickey
Planner

NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Nate McLaughlin
District 4

Donald O'Brien, Jr.
District 5

APPLICATION # 3137

NOTICE OF PUBLIC HEARING

THE FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS WILL HOLD
A PUBLIC HEARING AT:

FLAGLER COUNTY GOVERNMENT
SERVICES BUILDING
BOARD CHAMBERS
1769 E. MOODY BOULEVARD, BLDG 2;
BUNNELL, FL 32110
JUNE 18, 2018 - 5:30 P.M.

REQUEST: RECOMMEND TO HOLD PLANNED UNIT DEVELOPMENT
APPLICANT: RALPH SANTORE JR.

Parcel Number: 21-12-28-5150-00090-0010-0020-0021-0022
Zoning District: AC (AGRICULTURE I)

THE PUBLIC HEARING IS BEING HELD FOR THE PURPOSE
OF HEARING ANY AND ALL INTERESTED PARTIES AND
PERSONS WHO MAY BE FOR OR AGAINST THE
APPLICATION, RELATIVE TO THE PROPERTY WHEREON
THIS NOTICE IS POSTED.

For additional information, call 386-339-5300 or visit our website at www.flaglercounty.com
Planning & Zoning Department at 1769 E. Moody Blvd.
DO NOT REMOVE THIS NOTICE PRIOR TO THE PUBLIC HEARING DATE ABOVE.

APPLICATION # 3137

NOTICE OF PUBLIC HEARING

THE FLAGLER COUNTY PLANNING AND
DEVELOPMENT BOARD WILL HOLD A
PUBLIC HEARING AT:

FLAGLER COUNTY GOVERNMENT
SERVICES BUILDING
BOARD CHAMBERS
1769 E. MOODY BOULEVARD, BLDG 2;
BUNNELL, FL 32110
JUNE 12, 2018 - 6:00 P.M.

REQUEST: RECOMMEND TO HOLD PLANNED UNIT DEVELOPMENT
APPLICANT: RALPH SANTORE JR.

Parcel Number: 21-12-28-5150-00090-0010-0020-0021-0022
Zoning District: AC (AGRICULTURE I)

THE PUBLIC HEARING IS BEING HELD FOR THE PURPOSE
OF HEARING ANY AND ALL INTERESTED PARTIES AND
PERSONS WHO MAY BE FOR OR AGAINST THE
APPLICATION, RELATIVE TO THE PROPERTY WHEREON
THIS NOTICE IS POSTED.

For additional information, call 386-339-5300 or visit our website at www.flaglercounty.com
Planning & Zoning Department at 1769 E. Moody Blvd.
DO NOT REMOVE THIS NOTICE PRIOR TO THE PUBLIC HEARING DATE ABOVE.