

## PURCHASE AND SALE AGREEMENT

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

### RECITALS

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

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

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

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

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

2. PURCHASE PRICE AND DEPOSIT.

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

b. Earnest Money Deposit.

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

3. CONTINGENCIES. Buyer’s obligation to purchase the Property is contingent upon the satisfaction or written waiver by Buyer of the following conditions (the “Contingencies”) within ninety (90) days from the Effective Date (the “Contingency Period”):

- a. Title and Survey Review. Buyer’s review and approval, in its sole discretion, of a title insurance commitment and a survey of the Property, showing that Seller can deliver good, marketable, and insurable title subject only to Permitted Exceptions (as defined in Section 4).
- b. Feasibility and Inspections. Buyer’s satisfactory completion of all feasibility studies, environmental assessments (including Phase I and Phase II Environmental Site Assessments), soil tests, engineering studies, and physical inspections of the Property as Buyer deems necessary.
- c. Financing. Buyer securing financing for the acquisition and redevelopment of the Property on terms and conditions acceptable to Buyer in its sole discretion.
- d. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for up to three (3) additional, consecutive thirty (30) day periods by providing written notice to Seller and depositing an additional **One Thousand and 00/100 Dollars (\$1,000.00)** for each such extension (each, an “Extension Deposit”) with the Escrow Agent prior to the expiration of the then-

current Contingency Period.

- e. Termination. If Buyer is not satisfied with the results of its due diligence for any reason, or if any Contingency is not satisfied or waived before the expiration of the Contingency Period (as it may be extended), Buyer may terminate this Agreement by providing written notice to Seller and Escrow Agent. Upon such termination, the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

#### 4. TITLE AND SURVEY.

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

#### 5. PROPERTY USE AND RESTRICTIONS.

- a. Deed Restriction. The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf and recreational uses as further described in the site plans attached to the LOI (the "Deed Restriction"). The Deed Restriction shall be terminable only by the unanimous consent of the City

Commission of the City of Flagler Beach. The form of the deed and Deed Restriction is attached hereto as **EXHIBIT B**.

- b. Declaration of Restrictive Covenants and Easements. The Property shall be subject to a Declaration of Restrictive Covenants and Easements (the "Declaration"), the form of which is attached hereto as **EXHIBIT C**. The Declaration shall, among other things, (i) establish certain development and operational benchmarks to be met by Buyer, and (ii) grant perpetual drainage easements to the City over the Property consistent with St. Johns River Water Management District Permit #81813-6 and to preserve existing drainage patterns.

6. CLOSING.

- a. Closing Date. The closing of this transaction (the "Closing") shall occur within thirty (30) days following the satisfaction or waiver of all Contingencies.
- b. Seller's Deliveries. At Closing, Seller shall deliver to Buyer:
  - i. A Special Warranty Deed, in the form of **EXHIBIT B**, executed and acknowledged by Seller.
  - ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Seller.
  - iii. A standard owner's and non-foreign seller's affidavit.
  - iv. A bill of sale for all personal property included in the sale.
  - v. Such other documents as may be reasonably required to consummate the transaction.
- c. Buyer's Deliveries. At Closing, Buyer shall deliver:
  - i. The balance of the Purchase Price, subject to prorations and adjustments.
  - ii. The Declaration, in the form of **EXHIBIT C**, executed and

acknowledged by Buyer.

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

d. Closing Costs and Prorations.

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

7. REPRESENTATIONS AND WARRANTIES.

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

8. DEFAULT.

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

9. MISCELLANEOUS.

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

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

SELLER:  
CITY OF FLAGLER BEACH

BUYER:  
OCEAN PALMS GOLF CLUB, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Tanuj Seoni  
Title: Manager

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

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

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

TOGETHER WITH:

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



## EXHIBIT B

### Form of Special Warranty Deed with Deed Restrictions

**Prepared By/Return To:**

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

**Property Appraiser's Parcel Identification Numbers:**

**29-12-32-0000-01010-0000  
29-12-32-0000-01010-0010**

### SPECIAL WARRANTY DEED

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

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

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

### **SEE ATTACHED EXHIBIT "A" ("Property")**

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

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

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

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

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

WITNESSES:

GRANTOR:

City of Flagler Beach

A Florida Municipal Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF FLAGLER

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

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

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

TOGETHER WITH:

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

## **EXHIBIT C**

### **Form of Declaration of Restrictive Covenants and Easements**

(On Following Pages)

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

## **DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS**

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

### **RECITALS**

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

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

**ARTICLE 1**  
**REDEVELOPMENT COVENANTS**

- 1. Redevelopment Obligation.** Declarant shall, at its sole cost and expense, undertake and complete the redevelopment and improvement of the Property in substantial accordance with the conceptual plans attached hereto as **EXHIBIT B** (the “Conceptual Plans”). The work to be performed is generally described as the renovation of the golf course, the construction of a new clubhouse, and the commencement of full operations (collectively, the “Redevelopment Work”).
- 2. Redevelopment Benchmarks and Deadlines.** Declarant shall complete the Redevelopment Work in accordance with the following benchmarks and deadlines:
  - a. **Benchmark 1: Golf Course Renovation.** Declarant shall complete the renovation of the golf course, which includes all necessary earthwork, regrading, installation of new turf grass (Seashore Paspalum) so it is fully established and ready for play. Declarant anticipates that establishment of the grass so it is ready for play will require at least two (2) full growing seasons. The growing season for turf grass is April through October. This benchmark shall be deemed complete when the golf course turf is fully established and ready for play. If the turf grass is not established and ready for play after the first growing season then Declarant shall provide written notice to the City of the need for an additional growing season. The deadline for Benchmark 1 shall be within **two (2) years** from the date of this Declaration, or October 2027 whichever is later.
  - b. **Benchmark 2: Clubhouse Construction.** Following the substantial completion of Benchmark 1, Declarant shall secure all necessary permits and complete the construction of the new clubhouse facility as depicted in the Conceptual Plans. The deadline for Benchmark 2 shall be within **four (4) years** from the date of this Declaration. Nothing herein shall prevent Declarant from securing all necessary permits, completing construction and opening the new clubhouse facility before the substantial completion of Benchmark 1.
  - c. **Benchmark 3: Commencement of Full Operations.** Following the substantial completion of Benchmarks 1 and 2, Declarant shall complete all necessary marketing, hiring of staff, and fully commence public operations of both the renovated golf course and the new clubhouse. The deadline for Benchmark 3 shall be within **five (5) years** from the date of this Declaration. Nothing herein shall

prevent the Declarant from marketing, hiring staff and commencing operations of the new clubhouse before the substantial completion of Benchmark 1.

- 3. Diligent Prosecution.** Declarant shall continuously and diligently prosecute the Redevelopment Work to completion in a good and workmanlike manner and in accordance with all applicable laws and regulations.

## **ARTICLE 2 MAINTENANCE OBLIGATIONS**

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

## **ARTICLE 3 DRAINAGE EASEMENTS**

- 1. Grant of Easement.** Declarant hereby grants to the City a perpetual, non-exclusive easement (the “Drainage Easement”) over, under, and across the portions of the Property as may be reasonably necessary for the purposes described herein.
- 2. Purpose of Easement.** The Drainage Easement is granted for the purposes of:

- a. Preserving and maintaining historical and existing drainage patterns that benefit the City and surrounding properties.
  - b. Operating, inspecting, maintaining, repairing, replacing, and improving the stormwater management system and drainage facilities on the Property, consistent with St. Johns River Water Management District Permit #81813-6 (the "Permit").
3. **City's Rights.** The City shall have the right, but not the obligation, to enter upon the Drainage Easement areas at reasonable times and with reasonable notice (except in emergencies) to exercise its rights under this Article. The City's rights shall include the removal of blockages, repair of infrastructure, and any other actions necessary to ensure the proper functioning of the drainage system. The City shall restore any portion of the Property disturbed by its activities to the condition that existed prior to such disturbance.

## **ARTICLE 4**

### **DEED RESTRICTION**

1. **Acknowledgment of Deed Restriction.** Declarant acknowledges that the conveyance of the Property from the City to Declarant is subject to that certain Deed Restriction contained in the Warranty Deed recorded simultaneously herewith (the "Deed Restriction"). The Deed Restriction limits the use of the Property to a golf course, golf clubhouse, a clubhouse restaurant, related golf recreational uses and events and for uses and events consistent with uses common for a golf course and clubhouse in the State of Florida, and if violated grants the City the right to re-enter and repossess the Property.
2. **Interpretation.** The parties agree that the Deed Restriction shall be liberally construed to promote and maximize the financial success and operational feasibility of the golf course and clubhouse. The limitations contained within the Deed Restriction shall not be interpreted to prohibit activities and events customarily held at golf course and country club facilities in the State of Florida. Such permitted activities include, without limitation, corporate and community events, weddings, receptions, and other private celebrations held within the clubhouse or on the surrounding grounds. Furthermore, the Deed Restriction shall not prohibit entertainment events within the clubhouse, including, without limitation, the performance of live music.



## **ARTICLE 5**

### **ENFORCEMENT, NOTICE, AND CURE**

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

## **ARTICLE 6**

### **GENERAL PROVISIONS**

- 1. Covenants Running with the Land.** The covenants, restrictions, and easements in this Declaration shall run with the land and shall be binding upon the Declarant and its successors and assigns for a period of thirty (30) years, after which they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the City agrees to terminate them.
- 2. Governing Law.** This Declaration shall be governed by the laws of the State of Florida.
- 3. Notices.** All notices hereunder shall be in writing and delivered to the parties at their respective addresses as provided in the Purchase and Sale Agreement between them.

4. **Attorneys' Fees.** In the event of any litigation arising out of or to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at trial and all appellate levels.

**(Signatures On Following Pages)**

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

WITNESSES

DECLARANT:

OCEAN PALMS GOLF CLUB LLC

A Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: Tanuj Seoni

Title: Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

## **JOINDER BY CITY**

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

### **CITY OF FLAGLER BEACH**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

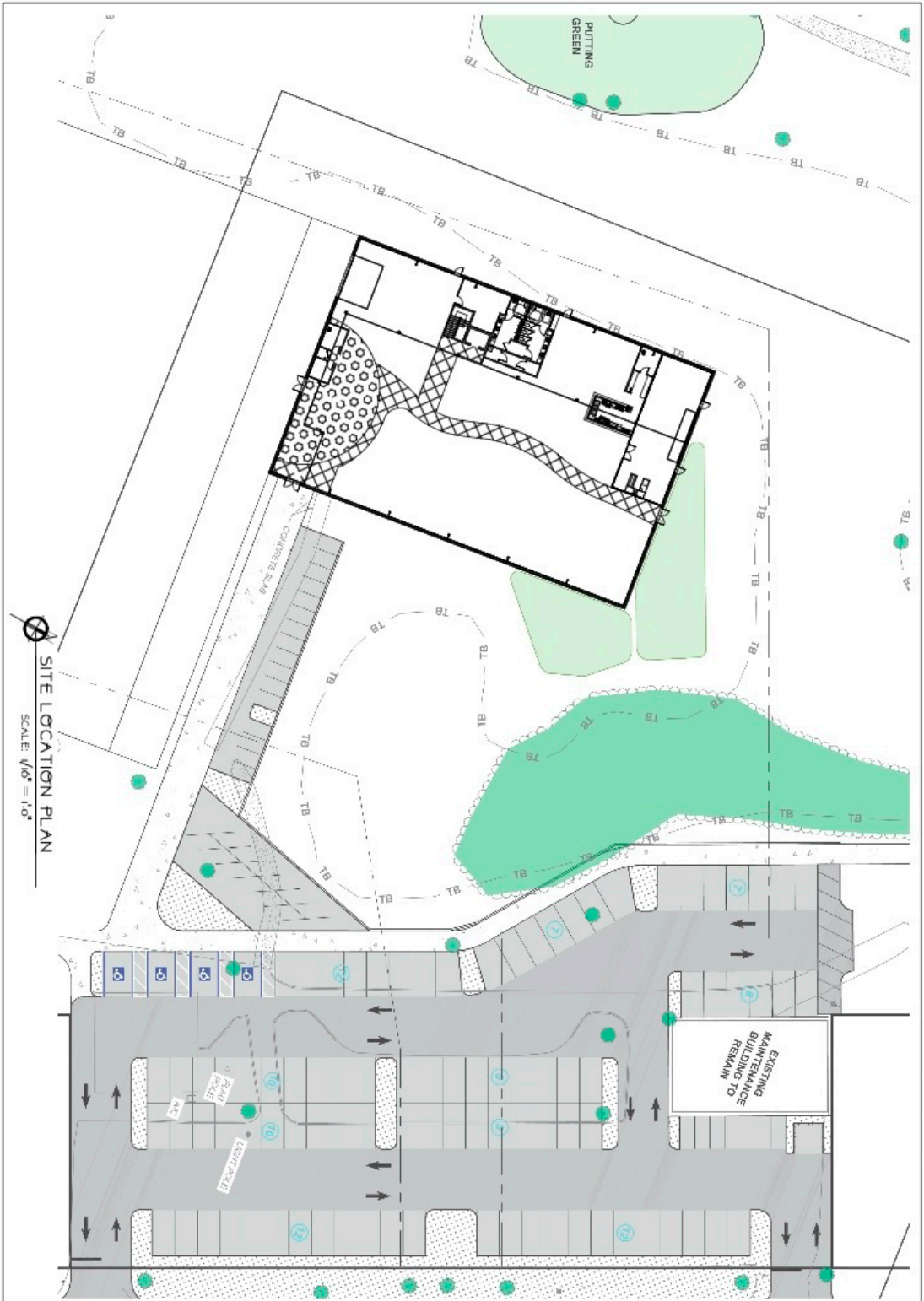
A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY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

## **EXHIBIT B**

### **Conceptual Plans (Golf Course and Clubhouse)**

(On Following Pages)



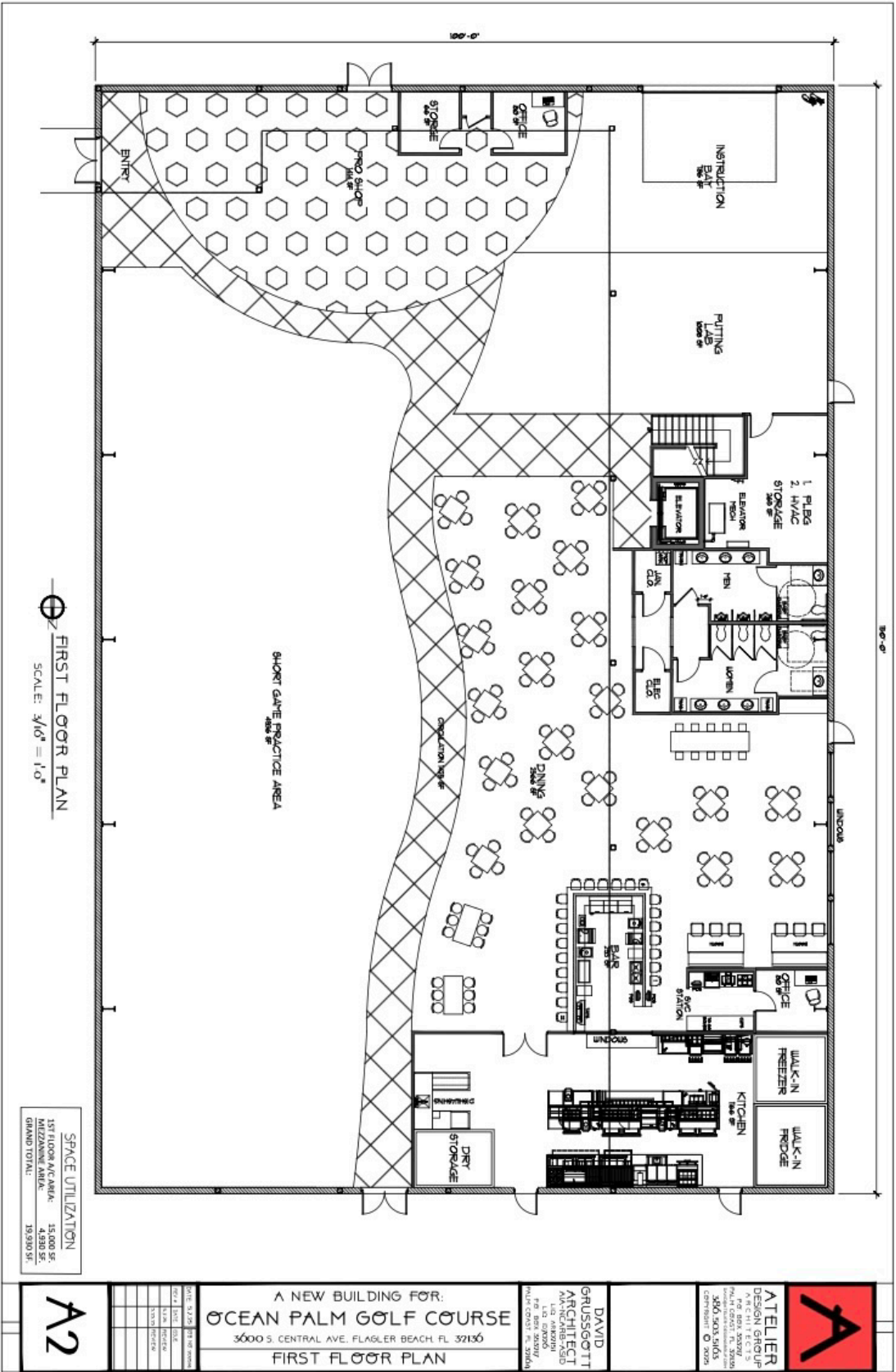



**SITE LOCATION PLAN**  
 SCALE: 1" = 10'

Scale document up

	DATE: 12/15/2015 DRAWN: J. L. LEE CHECKED: J. L. LEE APPROVED: J. L. LEE	A NEW BUILDING FOR: <b>OCEAN PALM GOLF COURSE</b> 3000 S. CENTRAL AVE. FLAGLER BEACH, FL 32136 <b>SITE LOCATION PLAN</b>		<b>DAVID GRUSGOTT</b> ARCHITECT 1101 S. CENTRAL AVE. FLAGLER BEACH, FL 32136 TEL: 386.333.3333 FAX: 386.333.3333	<b>ATELIER DESIGN GROUP</b> 300 S. CENTRAL AVE. FLAGLER BEACH, FL 32136 TEL: 386.333.3333 FAX: 386.333.3333 WWW.ATELIERDESIGN.COM	





**FIRST FLOOR PLAN**  
SCALE: 3/16" = 1'-0"

**A2**

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

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