



06/20/25

3600 S Central Ave
Flagler Beach, FL
32136

VIA EMAIL AND U.S. MAIL

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

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

Dear Mr. Martin:

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

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

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

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



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

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

Sincerely,
Ocean Palms Golf Club, LLC

By: _____

Name: Tanuj Seoni

Title: __Principal_____



AGREED AND ACCEPTED:
City of Flagler Beach

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT "A"

CONCEPTUAL PLAN FOR GOLF COURSE
ON FOLLOWING PAGE



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



EXHIBIT "B"

SITE PLAN
ON FOLLOWING PAGES



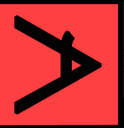
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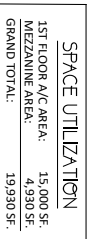
DATE	5/1/75	JOB NO	XXXXXX
REV #	DATE	ISSUE	
	5/1/75	REVIEW	
	5/23/75	REVIEW	

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

**DAVID
GRUSSGOTT
ARCHITECT
A/A-NCARB-ASID
LIC: ID7026
P.O. BOX 353717
PALM COAST, FL 32164**

ATELIER
DESIGN GROUP
ARCHITECTS
P.O. BOX 353917
PALM COAST, FL 32135
DANIEL@ATELIER-DESIGNGROUP.COM
386.503.5163
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DATE 5/1/75		JOB NO. 30054
REV #	DATE	ISSUE
	5/1/75	REVIEW
	5/23/75	REVIEW

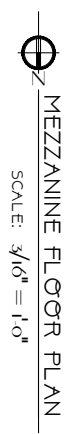
A NEW BUILDING FOR:
OCEAN PALM GOLF COURSE
3600 S. CENTRAL AVE., FLAGLER BEACH, FL 32136
FIRST FLOOR PLAN

**DAVID
GRUSSGOTT
ARCHITECT
AIA-NCARB-ASID
LIC. AR00251
LIC. ID10706
P.O. BOX 35317
PALM BEACH, FL 32104**

A TELIER
DESIGN GROUP
ARCHITECTS
PO. BOX 353917
PALM COAST, FL 32135
DAVID@A.TELIER-DESIGNGROUP.COM
386.503.5163
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SPACE UTILIZATION	
1ST FLOOR A/C AREA:	15,000 SF.
MEZZANINE AREA:	4,930 SF.
GRAND TOTAL:	19,930 SF.