

This instrument prepared by:
William I. Livingston
Florida Landmark Communities, LLC
145 City Place, Suite 300
Palm Coast, Florida 32164

PRE-ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT made this ___ day of _____, 2015, by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, and **Florida Landmark Communities, LLC**, a Florida limited liability company ("Florida Landmark"), whose address is 145 City Place, Suite 300, Palm Coast, Florida 32164.

RECITALS

A. Florida Landmark owns certain real property in the unincorporated area of Flagler County, Florida, which is described on **Exhibits "A1" - "A6"** hereto (individually the "A1 Property", the "A2 Property", the "A3 Property", the "A4 Property", the "A5 Property" and the "A6 Property").

B. The A1 Property, the A2 Property, the A3 Property, the A4 Property, the A5 Property and the A6 Property are hereinafter referred to collectively as the Property.

D. Florida Landmark is empowered to enter into this Agreement.

E. The Property is contiguous to an existing boundary of the City.

F. Florida Landmark has requested that the City annex the Property into the City.

G. The provisions of Section 171.062(2), *Florida Statutes*, provide that:

"[i]f the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area."

H. Section 171.062(1), *Florida Statutes*, provides as follows:

"An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation."

"ROBERTS ROAD"

I. The City has determined that further high quality development of the Property consistent with appropriate protections of natural resources will be of substantial economic benefit to the City and its citizens; and

J. Section 166.021 (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

"(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection."

and

"(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for expansion of businesses existing in the community or the attraction of new businesses to the community."

K. The City desires to insure that the development of the Property and adjacent City land uses are compatible with surrounding land uses, that adequate public facilities exist concurrent with the impact of such development and that such development and the City's Comprehensive Plan are or will be consistent.

L. On Flagler County's Future Land Use Map ("County FLUM"), the Property is designated Mixed Use: High Intensity/Medium High Intensity. On Flagler County's Official Zoning Map, the Property is classified Mixed Use-High Intensity PUD.

M. The purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as set forth herein.

N. This Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, and other applicable law and serves and advances a vital public purpose.

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

1. Recitals.

(a) The above Recitals are adopted as the findings of the City Council.

(b) The above Recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including but not limited to, the assertions that Florida Landmark owns the Property and is empowered to enter into this Agreement and make binding commitments to the City.

2. Petition for Voluntary Annexation.

Florida Landmark hereby petitions for voluntary annexation of the Property into the City pursuant to Chapter 171.044, *Florida Statutes* (the "Annexation Petition"). The City will consider adopting an ordinance in accordance with Chapter 171.044, *Florida Statutes*, thereby annexing the Property to the City and redefining the boundaries to the City to include the Property. A proposed draft of the annexation ordinance is attached as **Exhibit "B"** hereto.

No fees, costs or expenses will be charged to or become due from Florida Landmark to the City or any other governmental authority, private individual or entity on account of or in connection with the City's review and processing of the Annexation Petition or the annexation of the Property into the corporate limits of the City; provided, however, that Florida Landmark will pay its own attorney fees and consulting fees.

3. Public Facilities.

(a) Solid waste collection services are available to serve the demands generated by the Property and will be provided as it is to any other owner of land within the City and will be available concurrent with the impacts of the development of the Property.

(b) All drainage issues will be appropriately addressed in the development approvals pertaining to the Property and the impacts of stormwater drainage will be addressed in accordance with state law and other applicable regulatory requirements.

(c) The City will provide fire, and EMS facilities, equipment and services as necessary to serve the Property. All such public services will be available to support the development of the Property.

(d) Except as otherwise provided herein, the City will provide water and sewer services to the Property, subject to standard requirements relating to Florida Landmark's contributions-in-aid-of-construction, payment of connection fees, dedication of lift stations and other sites, granting of appropriate easements, and dedication of other facilities as necessary or appropriate. Florida Landmark will connect to water and sewer as soon as it is available.

The City, at its expense, will extend a sewer force main from the nearest point of connection to the City's sewage system southerly within the western portion of the Roberts Road right-of-way to a point nearest the location of the southerly-most lift station needed to serve the Property, but not farther south than the boundary of the City of Flagler Beach

(the "Force Main Extension"). The City will complete the Force Main Extension prior to or concurrent with completion of site infrastructure improvements on the portion of the Property that will be served by the Force Main Extension.

An existing lift station that is connected to the City of Flagler Beach's sewer system is located within an easement on Lot 1 of Beach Village at Flagler Beach (the "Existing Lift Station"). If it is determined that the Existing Lift Station could serve a portion of the Property more economically and logically for both the developer and future utility customers than a new lift station connected to the Force Main Extension, then, at Florida Landmark's request, the City will use best efforts to negotiate an amendment to the existing interlocal agreement with the City of Flagler Beach or take whatever other action as necessary and appropriate to enable the City of Flagler Beach to provide sewer service to that portion of the Property.

4. Land Use and Development Approvals.

(a) The conditions of any Flagler County development approval(s) set forth on the County FLUM, Official Zoning Map, development orders and development permits, relating to the Property, will continue to be in full force and effect upon and after annexation of the Property to the City and the development rights and entitlements relating to such approvals will carry forward as approvals for the Property.

(b) The City has evaluated Florida Landmark's proposed land use, intensity and other land use planning matters for the Property and the City will expediently process any applications for the proposed land uses, densities/intensities and other aspects of the proposed uses for the Property.

(c) The City acknowledges that it will process an application to incorporate growth management and land use planning and development principals to provide that the Property, upon annexation into the City, is located within the Utility Service Area.

(d) The parties acknowledge that the City cannot contract to approve specific comprehensive plan or zoning amendments. The City's only obligation with respect to comprehensive plan and rezoning amendments is to initiate and process the applications expeditiously, consistent with Florida Landmark's proposed uses for the Property, consider all evidence presented in support of and in opposition to the amendments and make decisions to approve or deny the amendments based upon the legal standards that govern actions by local governments when considering comprehensive plan and zoning amendments. In partial consideration for Florida Landmark entering into this Agreement, the City will initiate and process applications for a comprehensive plan amendment and rezoning consistent with Florida Landmark's proposed use for the Property at no cost to Florida Landmark; provided, however, Florida Landmark will cooperate with the City by providing the City with all necessary and desirable data and analysis in connection with the comprehensive plan amendments and rezonings.

(e) Florida Landmark will submit to the City such applications and such other documentation and support data and analysis and comply with all procedures set forth in the City's Land Development Regulations as may be normally and customarily required by the City

for platting parcels, site plan applications and applications for any and all other development approvals, orders and permits. Florida Landmark acknowledges and agrees that the City will not be responsible for any fees, costs, expenses or other financial expenses resulting to Florida Landmark if applications are denied in accordance with the provisions of the City's Land Development Regulations or state law.

(f) The City and Florida Landmark will cooperate at all times in good faith in the implementation and exercise of Florida Landmark's development rights and entitlements in the Property and with regard to sound developmental practices and procedures. This good faith cooperation by the City and Florida Landmark will extend to the acquisition by Florida Landmark of all necessary local, state and federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, the City will incur no costs relative to such matters and Florida Landmark will bear any and all costs.

(g) Because of the location of fill sources, it may be necessary to fill certain development areas on the Property before specific site development plans are available for the areas. If an appropriate complete application is submitted, the City will issue a permit for advanced clearing and filling as shown on preliminary plat construction plans subsequent to annexation and the site plan being approved by the City. Clearing of trees, filling, excavation and dredging may be performed within the Property consistent with permits issued from time to time by the Florida Department of Environmental Protection, the St. Johns River Water Management District or the U.S. Army Corps of Engineers, as applicable.

(h) Title to each of the A1 Property, the A2 Property, the A3 Property, the A4 Property, the A5 Property and the A6 Property may be transferred in its entirety without platting, at Florida Landmark's risk, so long as each property has legal access. Florida Landmark agrees to hold the City harmless from liability due to selling property prior to platting. Site plan approval must be obtained before stormwater utility improvements and site fill can be undertaken, but may be completed prior to preliminary plat approval. Any other infrastructure improvements will require preliminary plat approval or site plan approval.

(i) Pursuant to the City's Land Development Code, an upland buffer averaging no less than 25 feet with a minimum width of 15 feet will be maintained adjacent to and surrounding wetlands of moderate and minimal quality. The City acknowledges that its staff has agreed with Environmental Services, Inc.'s findings (March 2015) that no wetlands of optimal quality exist on the Property that would require additional buffers by the City beyond those stated herein. Activities or construction (such as construction of minor drainage structures, elevated boardwalks, docks, passive recreation, or trails) may be permitted within the buffer, if there are no adverse effect on the natural function of the wetland buffer.

(j) Because a multi-purpose trail exists along the west side of Colbert Lane and a multi-purpose trail has been constructed by Flagler County along the east side of Roberts Road, there will be no requirement to construct any type of sidewalk, pathway or multi-purpose trail along the east side of Colbert Lane on the A4 Property, A5 Property or A6 Property or along

the west side of Roberts Road on the A1 Property or A3 Property, except as part of any transportation capacity improvements that are required by the City as a condition of development of any portion of the Property that will entitle Florida Landmark to City transportation impact fee credits in an amount equal to the cost to design and construct the improvements, assuming Florida Landmark complies with City Code requirements for impact fee credits.

(k) Although Colbert Lane and Roberts Road are both Flagler County roads and SR-100 is a State Road, any improvements to any of those roadways that are required by the City as a condition to development of any portion of the Property will entitle Florida Landmark to City transportation impact fee credits in an amount equal to the cost to design and construct the improvements, assuming Florida Landmark fully complies with City Code requirements for impact fee credits. Site access improvements, including turn lanes, are not eligible for transportation impact fee credits.

6. Concrete Kiln Dust ("CKD").

The City acknowledges that, during the operation of the Lehigh Portland Cement plant, a portion of the Property was used as a disposal site for CKD from the cement plant. As a result, truck load size piles of CKD are scattered over approximately 40 acres of the Property.

By letter dated October 28, 2014, the Florida Department of Environmental Protection ("FDEP") approved a remedial action plan ("RAP") for the CKD. The RAP provides for disposing of the CKD in a landfill on the A1 Property which will provide a buffer between an existing industrial facility (Contemporary Machinery) and future residential units. The CKD landfill will be sodded and landscaped and will then be available for outdoor recreation and park uses. If the owner proposes park uses and donation to the City, the City reserves its right to accept or decline donation of the property for a City park. The City acknowledges that FDEP, not the City, has jurisdiction to regulate remediation of the CKD. Upon 30 days prior notice to the City, the areas on the A1 Property and the A2 Property where CKD is located and the area to which it will be relocated may be cleared, the CKD may be excavated and relocated and the areas regraded without further approval by the City, so long as the regrading is consistent with applicable FDEP permits and or approvals.

7. Conflicts.

All building codes, zoning ordinances and other land development regulations of the City, including, without limitation, any concurrency management requirements and the City Comprehensive Plan and/or any similar plans adopted by the City as may be amended from time to time, will be applicable to the Property.

8. Further Assurances.

In addition to the acts recited in or set forth in this Agreement, the City and Florida Landmark will perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and or recordation of further instruments; provided, however,

that the City's obligations will be subject to such limitations of law as may be applicable to municipalities.

9. Limitations of Remedies.

The parties will not pursue an award of monetary damages for a breach of or non-performance under this Agreement. The only remedies available against the non-performing party will be either to withhold further performance under this Agreement until the non-performing party cures the non-performance or seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida requiring the non-performing party to fulfill its obligations under this Agreement. The City will not be deemed to have waived sovereign immunity in any manner or respect.

10. Disclaimer of Third Party Beneficiaries.

This Agreement is solely for the benefit of the City and Florida Landmark and no right or cause of action will accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

11. Effectiveness of Agreement.

This Agreement will become effective upon its being duly executed by both of the parties hereto. If, for any reason, the City does not annex the Property by **December 31, 2015**, then either party may terminate this Agreement by notice to the other party in which event this Agreement will terminate and be of no further force or effect, and Florida Landmark will be entitled to record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida.

12. Time Of The Essence.

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they will diligently and expeditiously pursue their respective obligations set forth in this Agreement.

13. Successors and Assigns.

This Agreement will be binding upon and inure to the benefit of the City and Florida Landmark and their respective successors in interest.

14. Applicable Law.

This Agreement will be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible under the laws of the State of

Florida, if there is a conflict between this Agreement and the terms of the City's land development regulations, the terms of this Agreement will control.

15. Binding Effects.

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

16. Recording.

The City will, within five (5) business days following full execution of this Agreement, at the City's sole cost and expense, record a fully executed counterpart of this Agreement in the Public Records of Flagler County, Florida.

17. Choice of Law and Venue.

Florida law will govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue will be in Flagler County, Florida and Orlando Middle District for federal actions.

18. Effect of Change in Law.

If state or federal laws are enacted after execution of this Agreement which are applicable to and preclude the party's compliance with the terms of this Agreement, this Agreement will be modified or revoked as is necessary to comply with the relevant state or federal laws and the intent of the parties hereto; provided, however, that the City will not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof.

19. Construction or Interpretation of the Agreement.

This Agreement is the result of *bona fide* arms length negotiations between the City and Florida Landmark. Both parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other party.

20. Attorneys' Fees and Costs.

In the event of any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

21. Captions/Exhibits.

(a) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and will not be afforded any.

(b) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.

22. Parties Bound.

Following the recordation of this Agreement, the benefits and burdens of this Agreement will become a covenant running with the title to the Property, and all parts and parcels thereof, and this Agreement will be binding upon and inure to the benefit of both the City, Florida Landmark and their assigns and successors in interest to the Property, and all parts and parcels thereof.

23. Severability.

If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, is held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision and the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

24. Notices.

Any notice that is to be delivered hereunder will be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City: Mr. Jim Landon, City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

To Florida Landmark: Mr. Bill Livingston, President/Manager
145 City Place, Suite 300
Palm Coast, Florida 32164

25. Entire Agreement.

This Agreement constitutes the complete and entire agreement between the City and Florida Landmark with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.

26. Modification.

This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council and Florida Landmark, and signed by all parties to this Agreement.

27. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.

[signatures to follow]

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

Attest:

City of Palm Coast

Virginia Smith, City Clerk

Jon Netts, Mayor

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **Virginia Smith** and **Jon Netts**, the Clerk and Mayor respectively, for and on behalf of the City of Palm Coast, Florida, who are personally known to me and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2015.

Notary Public, State of
My Commission Expires:

Florida Landmark Communities, LLC,
a Florida limited liability company

By: William I. Livingston, President/Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **William I. Livingston** as President/Manager, for and on behalf of Florida Landmark Communities, LLC, who is personally known to me and did not take an oath.

Notary Public, State of
My Commission Expires:

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST AND LOTS 7, 8 9 AND 10, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SAID LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBERTS ROADS (AN 80 FOOT RIGHT-OF-WAY); THENCE S67°35'53"W DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 863.96 FEET; THENCE N48°44'00"W FOR A DISTANCE OF 851.08 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 190.58 FEET, A RADIUS OF 7734.00 FEET, A DELTA OF 01°24'43", A CHORD BEARING N05°58'42"E AND A CHORD DISTANCE OF 190.57 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S88°55'52"E DEPARTING SAID RIGHT-OF-WAY LINE AND SAID CURVE FOR A DISTANCE OF 247.67 FEET; THENCE N02°15'34"E FOR A DISTANCE OF 361.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROBERTS ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE S87°44'25"E FOR A DISTANCE OF 220.17 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1120.99 FEET, A RADIUS OF 983.00 FEET, A DELTA OF 65°20'18", A CHORD BEARING S55°04'16"E AND A CHORD DISTANCE OF 1061.22 FEET TO A POINT OF TANGENCY; (3) THENCE S22°24'07"E FOR A DISTANCE OF 175.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 22.359 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, MAP BOOK 29, PAGES 33-34, BEING S67°35'53"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VAUD WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	C=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED:

Kenneth J. Kuhar
KENNETH J. KUJAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7585

WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137

Phone: 386-446-5633 Fax: 386-446-5408

website: www.wadetrim.com

SKETCH
AND
DESCRIPTION:

PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP-SL1
DATE:	06/04/2012
SHEET NO.	2 OF 2

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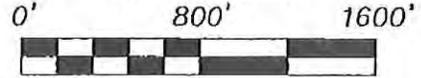
SKETCH AND DESCRIPTION

EXHIBIT "A2"

RESERVED FOR RECORDING INFORMATION

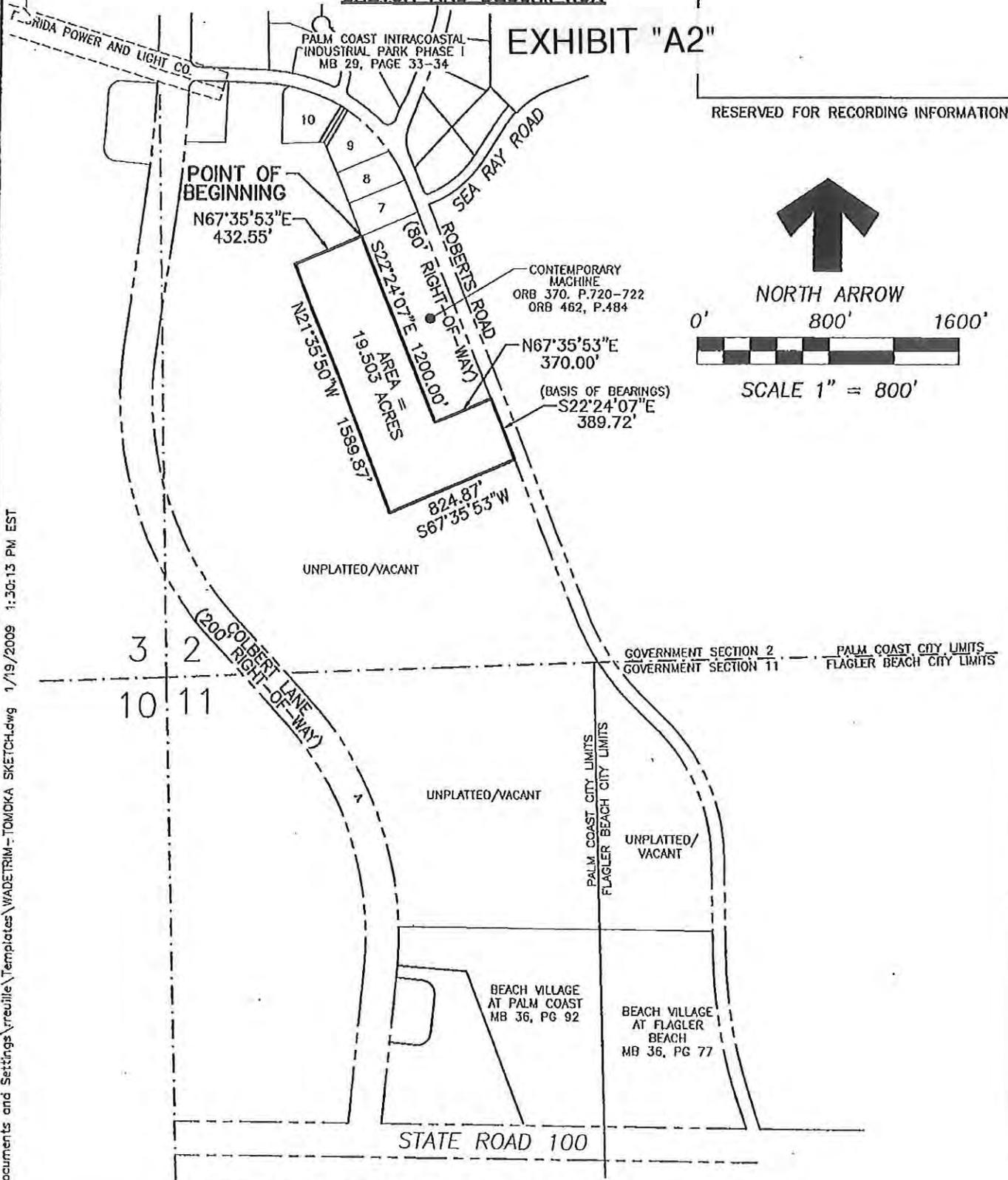


NORTH ARROW



SCALE 1" = 800'

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SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY



LB #7585

WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137

Phone: 386-446-5633 Fax: 386-446-5408

Website: www.wadetrim.com

SKETCH
AND
DESCRIPTION

PROJECT NO. FLC8005.02

DRAWING
REFERENCE NO. CP-SL2A

DATE: 06/11/2012

SHEET NO. 1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34; THENCE S22°24'07"E FOR A DISTANCE OF 1200.00 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY); THENCE S22°24'07"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 389.72 FEET; THENCE S67°35'53"W DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 824.87 FEET; THENCE N21°35'50"W FOR A DISTANCE OF 1589.87 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 432.55 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

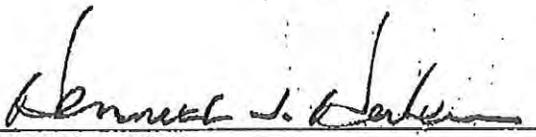
THE ABOVE DESCRIBED PARCEL CONTAINS 19.503 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80' RIGHT-OF-WAY), BEING S22°24'07"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

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PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED: 
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LD #7585

WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137

Phone: 386-446-5633 Fax: 386-446-5408

website: www.wadetrim.com

SKETCH
AND
DESCRIPTION

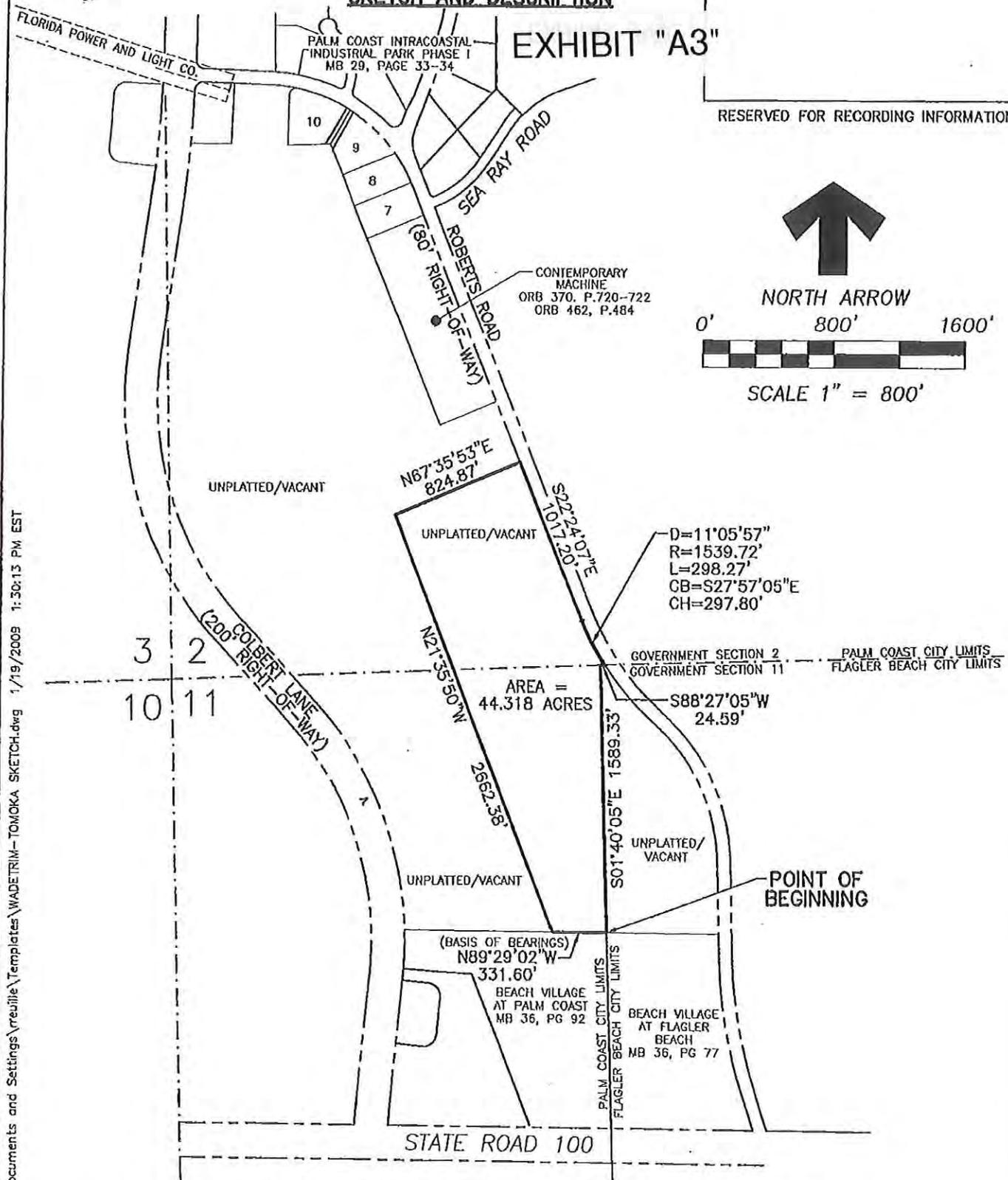
PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP-SL2A
DATE:	06/11/2012
SHEET NO.	2 OF 2

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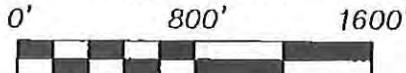
SKETCH AND DESCRIPTION

EXHIBIT "A3"

RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 800'

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SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY



LB #7565

WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137
Phone: 386-446-5633 Fax: 386-446-5408
website: www.wadetrim.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP-SL2B
DATE:	06/11/2012
SHEET NO.	1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE NORTHEAST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93; THENCE N89°29'02"W ALONG THE NORTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 331.60 FEET; THENCE N21°35'50"W DEPARTING SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 2662.38 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 824.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE S22°24'07"E FOR A DISTANCE OF 1017.20 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 298.27 FEET, A RADIUS OF 1539.72 FEET, A DELTA OF 11°05'57", A CHORD BEARING S27°57'05"E AND A CHORD DISTANCE OF 297.80 FEET TO A POINT ON A NON-TANGENT LINE ALSO BEING THE SOUTHERLY LINE OF SAID SECTION 2; THENCE S88°27'05"W DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE ALONG SAID SECTION LINE FOR A DISTANCE OF 24.59 FEET; THENCE S01°40'05"E DEPARTING SAID SECTION LINE FOR A DISTANCE OF 1589.33 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 44.318 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF BEACH VILLAGE AT PALM COAST, MAP BOOK 36, PAGES 92-93, BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	C=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAY BOOK	(R)=RECORD
P.G.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED:

Kenneth J. Kuhar
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7585

WADE TRIM

FLAGLER/PALM COAST

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website: www.wadetrim.com

SKETCH
AND
DESCRIPTION

PROJECT NO. FLC8005.02

DRAWING
REFERENCE NO. CP-SL2B

DATE: 06/11/2012

SHEET NO. 2 OF 2

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SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2, 3 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34; THENCE S67°35'53"W FOR A DISTANCE OF 432.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S21°35'50"E FOR A DISTANCE OF 4252.26 FEET TO A POINT ON THE NORTH LINE OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 626.24 FEET; THENCE N23°53'12"W DEPARTING SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 875.00 FEET; THENCE S67°01'25"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 573.26 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 15°34'00", A CHORD BEARING N30°45'35"W AND A CHORD DISTANCE OF 571.50 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N51°27'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 185.00 FEET; THENCE N16°20'16"W FOR A DISTANCE OF 1516.59 FEET; THENCE S73°25'57"W FOR A DISTANCE OF 735.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE SAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES: (1) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 825.59 FEET, A RADIUS OF 1910.00 FEET, A DELTA OF 24°45'57", A CHORD BEARING N04°11'04"W AND A CHORD DISTANCE OF 819.18 FEET TO A POINT OF TANGENCY; (2) THENCE N08°11'55"E FOR A DISTANCE OF 862.02 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 204.38 FEET, A RADIUS OF 7734.00 FEET, A DELTA OF 01°30'51", A CHORD BEARING N07°26'29"E AND A CHORD DISTANCE OF 204.38 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S48°44'00"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 851.08 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 61.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

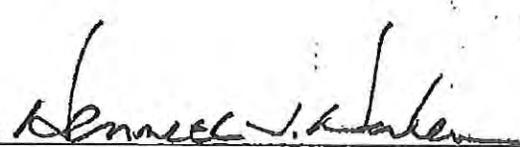
THE ABOVE DESCRIBED PARCEL CONTAINS 75.765 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF BEACH VILLAGE AT PALM COAST, MAP BOOK 36, PAGES 92-93, BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
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R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED: 
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137

Phone: 386-446-5633 Fax: 386-446-5408

website: www.wadetrim.com

LB #7585

SKETCH
AND
DESCRIPTION

PROJECT NO. FLC8005.02

DRAWING REFERENCE NO. CP-SL3

DATE: 06/04/2012

SHEET NO. 2 OF 2

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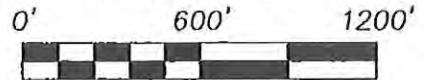
SKETCH AND DESCRIPTION

EXHIBIT "A5"

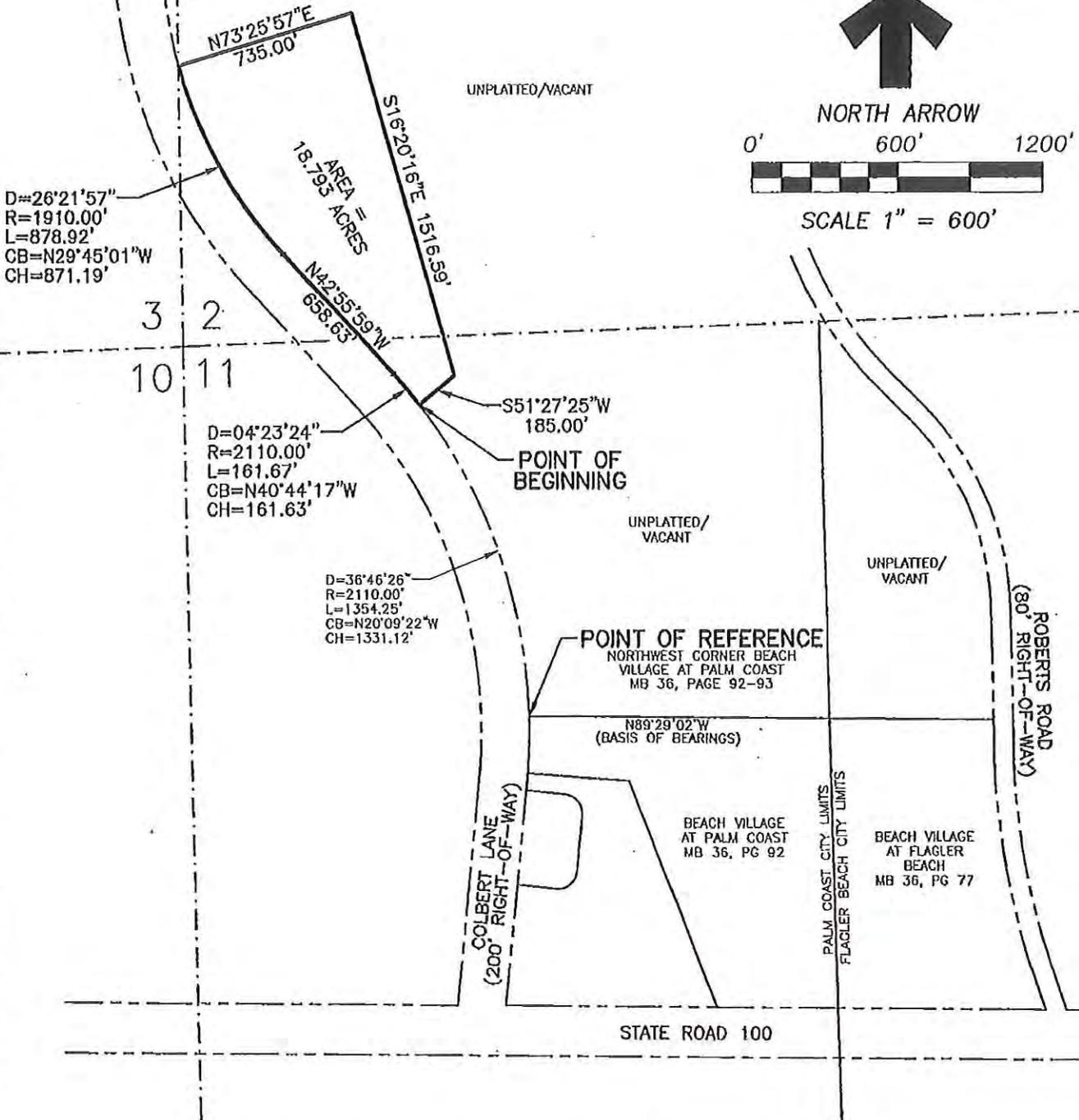
RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 600'



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SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY



LB 47365

WADE TRIM

FLAGLER/PALM COAST

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website: www.wadetrim.com

**SKETCH
AND
DESCRIPTION**

PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP-SL4
DATE:	06/04/2012
SHEET NO.	1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93 ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1354.25 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 36°46'26", A CHORD BEARING N20°09'22"W AND A CHORD DISTANCE OF 1331.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 161.67 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 04°23'24", A CHORD BEARING N40°44'17"W AND A CHORD DISTANCE OF 161.63 FEET TO A POINT OF TANGENCY; (2) THENCE N42°55'59"W FOR A DISTANCE OF 658.63 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 878.92 FEET, A RADIUS OF 1910.00 FEET, A DELTA OF 26°21'57", A CHORD BEARING N29°45'01"W AND A CHORD DISTANCE OF 871.19 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N73°25'57"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 735.00 FEET; THENCE S16°20'16"E FOR A DISTANCE OF 1516.59 FEET; THENCE S51°27'25"W FOR A DISTANCE OF 185.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

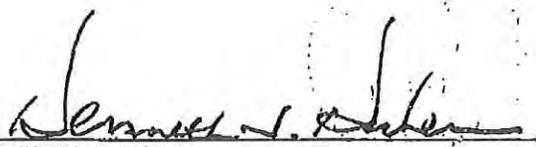
THE ABOVE DESCRIBED PARCEL CONTAINS 18.793 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF BEACH VILLAGE AT PALM COAST, MAP BOOK 36, PAGES 92-93, BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

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D=DELTA	C=CENTER LINE
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L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
P.G.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED: 
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



IB #7563

WADE TRIM

FLAGLER/PALM COAST

Main Office: 5 Utility Drive, Suite 4, Palm Coast, FL 32137
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 website: www.wadetrिम.com

**SKETCH
AND
DESCRIPTION**

PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP--SL4
DATE:	06/04/2012
SHEET NO.	2 OF 2

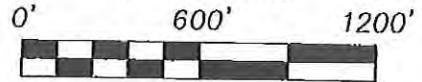
SKETCH AND DESCRIPTION

EXHIBIT "A6"

RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 600'

UNPLATTED/VACANT

3 2
10 11

D=21°12'26"
R=2110.00'
L=780.98'
CB=N12°22'22"W
CH=776.53'

N67°01'25"E
100.00'

UNPLATTED/
VACANT

S23°53'12"E
875.00'

AREA =
3.008 ACRES

(BASIS OF BEARINGS)
N89°29'02"W
280.00'

POINT OF BEGINNING
NORTHWEST CORNER BEACH
VILLAGE AT PALM COAST
MB 36, PAGE 92-93

COLBERT LANE
(200' RIGHT-OF-WAY)

BEACH VILLAGE
AT PALM COAST
MB 36, PG 92

PALM COAST CITY LIMITS
FLAGLER BEACH CITY LIMITS

BEACH VILLAGE
AT FLAGLER
BEACH
MB 36, PG 77

ROBERTS ROAD
(80' RIGHT-OF-WAY)

STATE ROAD 100

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SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
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LB 77585

WADE TRIM

FLAGLER/PALM COAST

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website: www.wadotrim.com

SKETCH
AND
DESCRIPTION

PROJECT NO. FLC8005.02

DRAWING
REFERENCE NO. CP-SL5

DATE: 06/04/2012

SHEET NO. 1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93 ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 780.98 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 21°12'26", A CHORD BEARING N12°22'22"W AND A CHORD DISTANCE OF 776.53 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N67°01'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 100.00 FEET; THENCE S23°53'12"E FOR A DISTANCE OF 875.00 FEET TO A POINT ON THE NORTH LINE OF SAID BEACH VILLAGE AT PALM COAST; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 280.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.008 ACRES MORE OR LESS.

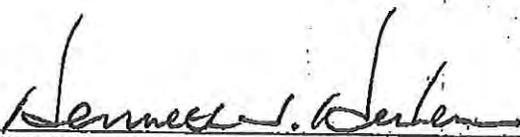
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SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF BEACH VILLAGE AT PALM COAST, MAP BOOK 36, PAGES 92-93, BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
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S.F.=SQUARE FEET	(RAD)=RADIAL
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SIGNED: 
 KENNETH J. KUHAR
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SKETCH
AND
DESCRIPTION

PROJECT NO.	FLC8005.02
DRAWING REFERENCE NO.	CP-SL5
DATE:	06/04/2012
SHEET NO.	2 OF 2

ORDINANCE NO. 2015-____
ROBERTS ROAD WEST ANNEXATION AREA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ANNEXING 12 PARCELS OF REAL PROPERTY, CONTAINING 196.07 GROSS ACRES MORE OR LESS, AND GENERALLY LOCATED EAST OF COLBERT LANE AND SOUTHWEST OF ROBERTS ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBITS A AND B, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC I, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-4938-00000-0080, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC II, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0110, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC III, owns property identified by Flagler County Tax Parcel ID Number 03-12-31-0000-01010-0080, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC IV, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0120, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC VI, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0130, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC VII, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-4938-00000-0070, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC VII, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-4938-00000-0100, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC VIII, owns property identified by Flagler County Tax Parcel ID Number 11-12-31-0650-000B0-0091, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, FLORIDA LANDMARK COMMUNITIES, LLC, hereinafter FLC IX, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-4938-00000-0090, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, SMITH JAMES A & JULIA M, hereinafter SMITH I, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0020, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, SMITH JAMES A & JULIA M, hereinafter SMITH II, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0021, included in the property described in Exhibit A and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, these afore referenced properties, are hereinafter collectively referred to as the “Consenting Annexation Properties”, totaling 11 parcels comprising approximately 194.07 acres more or less as described in Exhibit A and illustrated in Exhibits C and D; and

WHEREAS, TUESDAY CORPORATION, hereinafter TUESDAY, owns property identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0090, included in the property described in Exhibit B and illustrated in Exhibits C and D, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, the City wishes to annex the Consenting Annexation Properties and other property located adjacent to or near the Consenting Annexation Properties, in accordance with Chapter 171, Florida Statutes, more specifically described as property owned TUESDAY CORPORATION, hereinafter TUESDAY, identified by Flagler County Tax Parcel ID Number 02-12-31-0000-01010-0090, included in the property described in Exhibit B and illustrated in Exhibits C and D, comprising approximately 2.00 acres, and attached hereto and incorporated herein by reference; and

WHEREAS, there are no registered electors on the FLC's, SMITH's, or TUESDAY's Property; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developable for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, *Florida Statutes*, including but not limited to the prerequisites for annexation; and

WHEREAS, the Consenting Property Owners have consented, in writing, to the annexation of the Consenting Annexation Properties; and

WHEREAS, the Consenting Property Owners are the owners of parcels of land representing more than fifty percent (50%) of the parcels of land in the area and more than fifty percent (50%) of the land area to be annexed; and

WHEREAS, the City Council has determined that the annexation of the Consenting Annexation Properties and other adjacent and nearby properties as more specifically set forth herein, have met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Palm Coast Comprehensive Plan and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Palm Coast, the City Council of the City of Palm Coast desires to annex the real property generally described below into the municipal boundaries of the City of Palm Coast; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Palm Coast, contained in Palm Coast Charter, Part I, Section 9(1), shall be redefined to include the subject real property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Palm Coast, Florida. This real property is described in Exhibits A and B and illustrated in Exhibits C and D. The real property shall be known as existing within the boundaries of the City of Palm Coast, Florida, from the effective date of this ordinance.

Section 3. City Boundaries Redefined; Palm Coast Charter Amended. Pursuant to Section 166.031(3), *Florida Statutes*, and Section 171.091, *Florida Statutes*, the City of Palm Coasts Charter, is hereby amended to redefine the corporate boundaries of the City of Palm Coast to include the area of real property described in Section 2 of this Ordinance and any public rights-of-way included in the area described in Exhibits A and B and illustrated in Exhibits C and D. The City Clerk shall file the revised Palm Coast Charter, Part I, Section 9(1), with the Department of State

within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Flagler County, the Chief Administrator of Flagler County, and the Department of State within seven (7) days of the effective date.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

APPROVED on first reading the 1st day of September 2015 at a public hearing.

ADOPTED on the second reading the 14th day of September 2015 at a public hearing.

ATTEST:

**CITY OF PALM COAST,
FLORIDA**

Virginia Smith, City Clerk

Jon Netts, Mayor

Approved as to form and legality

William E. Reischmann, Jr., Esq.

EXHIBIT A – CONSENTING OWNERS

Parcel ID	Owner	Legal Description
02-12-31-4938-00000-0080	FLORIDA LANDMARK COMMUNITIES	PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, LOT 8 OR 553 PG 1539 PART #527 OR 1225/434 PLAT VACATED - RESOLUTION 2004-132 1151/1328 1203/170 OR 1773/1200
02-12-31-0000-01010-0110	FLORIDA LANDMARK COMMUNITIES	10.17 ACRES LYING WEST OF CONTEMPORARY MACHINES - POB BEING THE SW CRNR LOT 7 OF PC INTRACOASTAL IND. PARK PH I THENCE SW 493.99', SE 149.68', SE 814.52', NE 459.05', TO CONTEMPORARY MACHINES THENCE NW 960.04' TO POB. PART #521 OR 553/1539
03-12-31-0000-01010-0080	FLORIDA LANDMARK COMMUNITIES	1.06 AC PT #521 THAT PART OF SECTION 3 LYING EAST OF REALIGNED COLBERT LANE OR 553 PG 1539 OR 1225 PG 434 OR 1773/1200
02-12-31-0000-01010-0120	FLORIDA LANDMARK COMMUNITIES	102.88 AC ALL THAT PORTION LYING BETWEEN COLBERT LAND & ROBERTS ROAD, WEST OF COMTEMPORARY MACHINES & SOUTH OF ROBERTS ROAD EXTENTION & NORTH ALONG SEC LINE (EXC. 10.17 AC PARCEL -PCHI) PART #521 OR 1225/434 OR 1773/1200
02-12-31-0000-01010-0130	FLORIDA LANDMARK COMMUNITIES	10.68 AC SOUTH OF CONTEMPORARYMACHINE, PARCEL 370 X 1177 ON W R/W ROBERTS ROAD OR 553 PG 1539 PART #528 OR 1225/434 OR 1773/1200
02-12-31-4938-00000-0070	FLORIDA LANDMARK COMMUNITIES	PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, LOT 7 OR 553 PG 1539 PART #527 OR 1225/434 PLAT VACATED - RESOLUTION 2004-132 1151/1328 1203/170 OR 1773/1200
02-12-31-4938-00000-0100	FLORIDA LANDMARK COMMUNITIES	PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, LOT 10 OR 553 PG 1539 (#527) OR 1225/434 PLAT VACATED - RESOLUTION 2004-132 1151/1328 1203/170 OR 1773/1200
11-12-31-0650-000B0-0091	FLORIDA LANDMARK COMMUNITIES	51.53 AC ALL THAT PORTION LYING BETWEEN COLBERT LANE & ROBERTS ROAD IN BLK B PART 521 W/1,703.44' ALONG E ROW COLBERT LANE 1225/434 PC ORD 2005-20 1262/1614 CHANGED TO TAX DIST 89 PER OR 1358/16 OR 1773/1200

02-12-31-4938-00000-0090	FLORIDA LANDMARK COMMUNITIES	PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, LOT 9 OR 553 PG 1539 PART #527 OR 1225/434 PLAT VACATED - RESOLUTION 2004-132 1151/1328 1203/170 OR 1773/1200
02-12-31-0000-01010-0020	SMITH JAMES A & JULIA M	5.3512 AC PARCEL 630'ON WEST SIDE OF ROBERTS ROAD & 370' DEEP LYING 1976.91' N OF S SECTION LINE (AS MEASURED ALONG ROBERTS RD) OR 370/720 466/1632-REL OF ESMTS SLY 10' OR 1830/1420
02-12-31-0000-01010-0021	SMITH JAMES A & JULIA M	4.8416 AC THAT PART OF SEC 2 LYING W OF ROBERTS RD 1406.91'N OF S SECTION LINE 570.00' ALONG ROBERTS RD W R/W 370' DEEP OR 462 PG 484 OR 466 PG 1632 REL OF ESMT N 10' OF PARCEL

Note: Legal Descriptions are taken from the Flagler County Property Appraiser site. As noted on the Property Appraiser's site these "legal description shown here may be condensed for assessment purposes. Exact description may be obtained from the recorded deed."

DRAFT

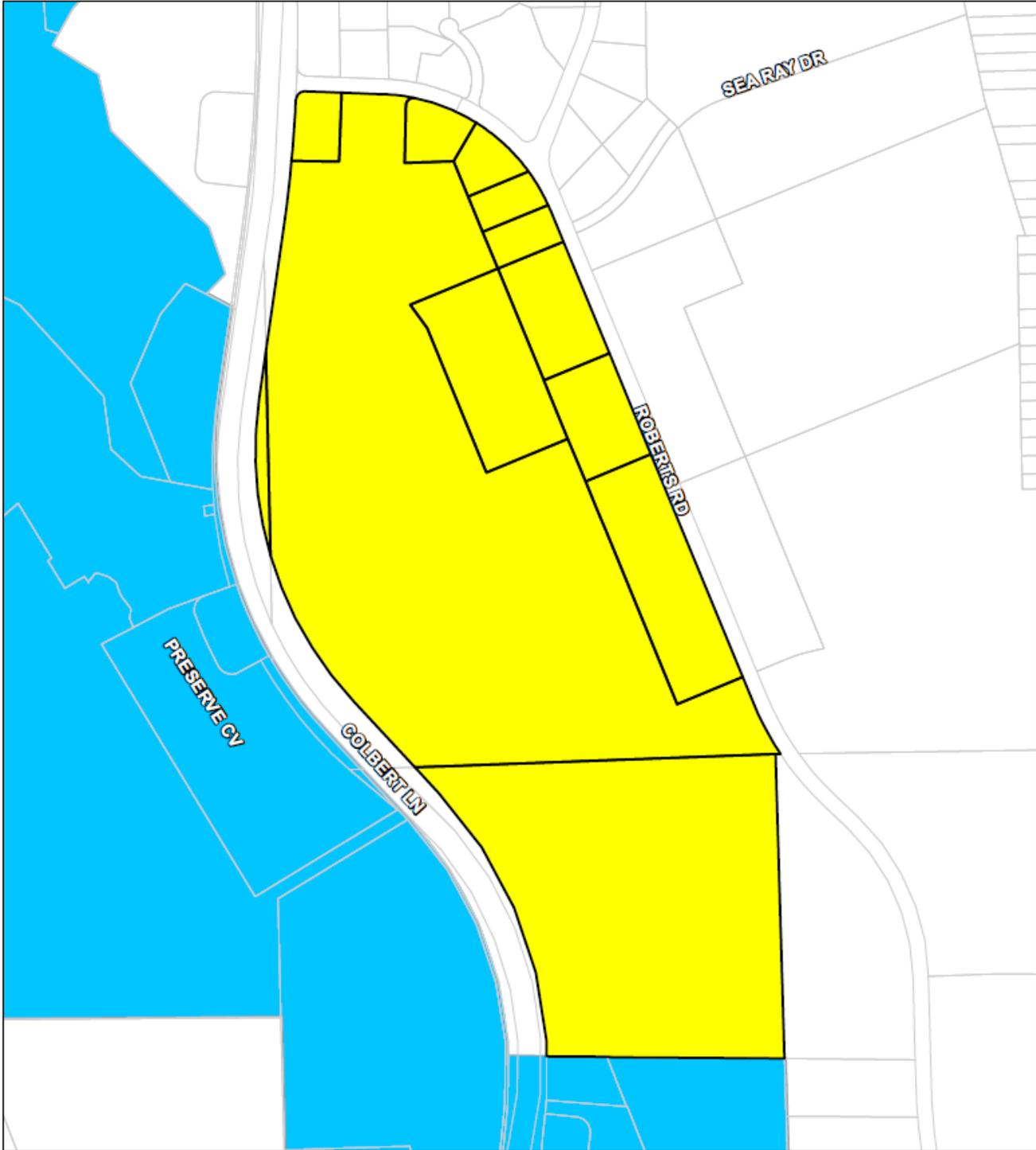
EXHIBIT B

02-12-31-0000-01010-0090	TUESDAY CORPORATION	2.00 AC BOUNDED ON WEST BY COLBERT LANE, N BY PROPOSED ROBERTSROAD EXTENSION, 250 FT ON RD OR 637 PG 899 OR 645 PG 1323
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Note: Legal Descriptions are taken from the Flagler County Property Appraiser site. As noted on the Property Appraiser's site these "legal description shown here may be condensed for assessment purposes. Exact description may be obtained from the recorded deed."

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EXHIBIT C



Roberts Road Annexation

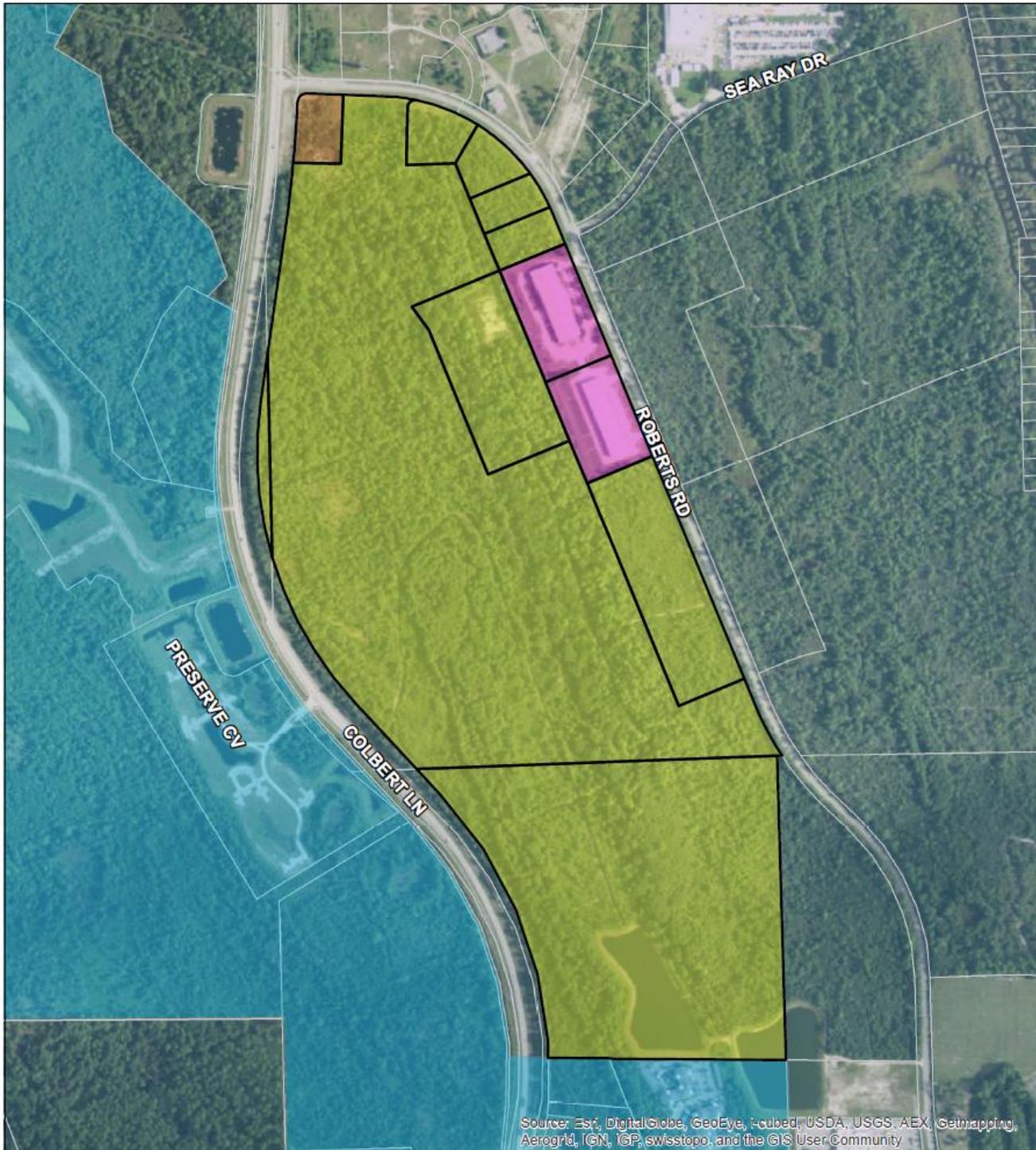
-  Palm Coast City Limits
-  Roberts Road West Area



Map Provided by the GIS Division

Date: 6/11/2015

EXHIBIT D



Roberts Road Annexation

-  Palm Coast City Limits
- Owner**
-  Tuesday Corporation, Non-Consenting
-  James & Julia Smith, Consenting
-  Florida Landmark Communities, Consenting



Map Provided by the GIS Division

Date: 6/11/2015