

**INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY,
FLORIDA; THE CITY OF PALM COAST, FLORIDA; AND
THE FLORIDA AGRICULTURAL MUSEUM, INC.
RELATING TO THE FUTURE GROWTH AND
DEVELOPMENT OF THE MUSEUM**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2013 between FLAGLER COUNTY, FLORIDA ("the County"), a political subdivision of the State of Florida whose address is 1769 East Moody Boulevard, Building #2, Bunnell, Florida 32110; the CITY OF PALM COAST, FLORIDA ("the City"), a municipal corporation of the State of Florida whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164; and the FLORIDA AGRICULTURAL MUSEUM, INC. ("the Museum"), a non-profit corporation of the State of Florida, whose address is 7900 Old Kings Road, Palm Coast, Florida 32137, (individually "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and,

WHEREAS, the Museum is a not-for-profit corporation which operates the State of Florida's designated museum of agriculture and rural history pursuant to §570.901, Florida Statutes, on that certain piece of property further described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, the Museum provides services and programs that provide educational, recreational, and cultural benefits for the citizens of the City and the County as well as visitors from other areas; and,

WHEREAS, the Museum is a generator of tourism to both the City and the County, and is considered an asset to the community by both the City and the County; and,

WHEREAS, the County and the City are committed to supporting the best interests of the Museum with respect to its future growth and development; and,

WHEREAS, the real property on which the Museum operates its facilities (the "Museum's Property") is wholly located within the municipal boundaries of the City; and,

WHEREAS, the Museum's attractions and programs are based mostly on farming activities and operations which locally are found typically in a rural setting; and

WHEREAS, on June 25, 1997, the Museum and the County entered into an agreement whereby the County agreed to provide support, as specified therein, to induce the Museum to locate the State's principal museum depicting Florida's

agricultural and rural history, as contemplated by Florida Statute Section 570.901, et seq., in Flagler County (the “County/Museum Agreement,” attached hereto as Exhibit “B”), and

WHEREAS, the future growth and development of the Museum will benefit in the long term from the availability of central water and sewer utility service from the City.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County, the City, and the Museum agree as follows:

SECTION A: RECITALS

The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

SECTION B: PURPOSE

The purpose of this Agreement is to set forth the mutual arrangements among the Parties to best position the Museum for its future growth and development.

SECTION C: COUNTY OBLIGATIONS

The County has performed all its obligations in accordance with the County/Museum Agreement; however, it shall continue to provide administrative and other in-kind support to the Museum from time to time, at the County’s discretion as provided for in the County/Museum Agreement, including but not limited to the following:

- Clearing and site preparation work on a project-by-project basis, as determined by the County, and in compliance with all County and water management district rules and regulations;
- Pay or waive all County enacted impact fees and building permit fees for those structures and exhibits envisioned in the original Museum Development Plan, applicable to construction on the Museum Property, or, on a project-by-project basis as determined by the County for those projects that are not part of the original Museum Development Plan;
- Use reasonable diligence and good faith efforts to expedite County permitting for development and construction on the Museum Property;
- Participate as a local governmental signatory or co-applicant on any grant application filed for the purpose of developing the Museum’s facilities, exhibits or programs, where the Museum cannot otherwise apply independently and complete financial safeguards are in place;
- Assist, as County resources permit, with the design, permitting and construction of the Museum’s internal water and wastewater system on the Museum Property;

- Assist, as County resources permit, with the design, permitting and development of a campground on the Museum Property; and
- Continue to pledge its ongoing support for the Museum as a viable cultural and historical tourism asset of Flagler County, its incorporated municipalities, and the State of Florida.

SECTION D: CITY OBLIGATIONS

1. The City will promptly submit to the City Council legislation for the voluntary contraction of that portion of the Museum Property lying north of Old Kings Road and east of U.S. 1 (the "Museum's East Parcel") from the City boundary, by Ordinance 2013-__ with a modified legal description to reflect the contraction, all shown in Exhibit "C" and attached hereto.
2. Thereafter, the City shall allow the Museum to connect to the City's municipal water and wastewater utility systems, without requiring annexation as a condition of service, at such time as the necessary infrastructure has been installed and water and sewer lines are extended to the Museum's East Parcel. The City shall not be responsible for the costs for such connection or the extension of any utility infrastructure to the Museum. Wastewater service may include the use of a conventional solids handling wastewater pump station and force main or a grinder pump pressure sewer system to connect to the City's wastewater system, subject to any design constraints.
3. Upon connection to the City's water and wastewater utility system, charges for the water and sewer connection and service will be in accordance with the City's prevailing utility rate schedule at the time of connection and as adjusted from time to time by the City's Rate Resolutions.
4. The City will disburse to the Museum the balance of the Museum grant funds authorized in the fiscal year 2012-2013 City budget in the amount of \$3,777.63.

SECTION E: MUSEUM OBLIGATIONS

1. The Museum shall develop and implement a new master development plan with the County, guiding the future growth and development of the Museum's attractions, operations, and amenities.
2. The Museum shall continue to foster a positive and collaborative relationship with the Florida Department of Agriculture and Consumer Services ("the Department").
3. The Museum shall continue to implement and comply with the recommendations made by the Department in the November 2011 Operational Review of the Museum.

4. The Museum shall continue to use the property as the State's principal museum depicting Florida's agricultural and rural history, as contemplated by Florida Statute Section 570.901, et seq., and for related and ancillary uses from which the museum derives a continuing benefit or which complement the use of the Property as an agricultural museum, including, but not limited to, such activities as leases or sales of portions of the property to third parties for such uses as restaurants, lodging facilities, farmers' markets or souvenir shops.

SECTION F: NOTICES

All notices, consents, approvals, waivers and elections that any Party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows to the Parties listed below or to such other address (including email) as any Party hereto shall designate by like notice given to the other Parties hereto:

MUSEUM: Executive Director
Florida Agricultural Museum
1850 Princess Place Road
Palm Coast, FL 32137

CITY: City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

COUNTY: County Administrator
Flagler County
1769 East Moody Blvd., Building 2
Bunnell, FL 32110

Notices, consents, approvals, waivers and elections given or made as provided herein shall be deemed to have been given and received on the date of the mailing or transmission thereof.

SECTION G: ENTIRE AGREEMENT AND ASSIGNMENT

This Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties. No party shall assign the Agreement, or any Interest herein, without the express written consent of the other party.

SECTION H: INTERPRETATION

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of

the Parties, it being recognized that the Museum, the County, and the City have contributed substantially and materially to the preparation hereof.

SECTION I: APPLICABLE LAW/VENUE

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any dispute resulting from this Agreement shall be in Flagler County, Florida.

SECTION J: EFFECTIVE DATE/RECORDING

This Agreement shall become effective on the day it is recorded with the Clerk of the Circuit Court by the County.

----- SIGNATURE PAGE TO FOLLOW -----

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed.

FLAGLER COUNTY, FLORIDA

Nate McLaughlin, Chair

ATTEST:

APPROVED AS TO FORM:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Albert J. Hadeed, County Attorney

CITY OF PALM COAST, FLORIDA

Jon Netts, Mayor

ATTEST:

APPROVED:

Virginia Smith, City Clerk

William E. Reischmann Jr.

ATTEST:

**FLORIDA AGRICULTURAL
MUSEUM, INC.**

Bill Livingston, Secretary

Michael Kenney, Chairman

EXHIBIT A

A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a POINT OF REFERENCE being the southwest corner of Government Section 10, Township 10 South, Range 30 East, thence North $89^{\circ}12'48''$ East along the south line of Section 10 a distance of 1076.18 feet to a point on the westerly right-of-way line of Interstate 95 and the POINT OF BEGINNING of this description, thence departing said section line South $25^{\circ}15'02''$ East a distance of 1197.68 feet; thence departing Interstate 95 North $71^{\circ}59'33''$ West a distance of 1131.92 feet; thence North $84^{\circ}40'51''$ West a distance of 1590.29 feet; thence North $73^{\circ}28'14''$ West a distance of 1344.18 feet; thence North $83^{\circ}05'51''$ West a distance of 1080.93 feet to a point on the easterly right-of-way line of U.S. Highway No. 1; thence North $08^{\circ}29'52''$ West a distance of 35.28 feet; thence North $89^{\circ}54'13''$ East a distance of 25.27 feet; thence North $08^{\circ}29'49''$ West a distance of 1815.26 feet to a point on a curve, concave easterly; thence northerly a distance of 501.71 feet along the arc of said curve to the right having a central angle of $05^{\circ}07'44''$, a radius of 5604.65 feet, a chord bearing of North $05^{\circ}55'55''$ West and a chord distance of 501.55 feet to a point of tangency; thence North $03^{\circ}22'03''$ West along the easterly right-of-way line of U.S. Highway No. 1 a distance of 1499.65 feet more or less to a point on the Mean High Water Line of Pellicer Creek; thence along the Mean High Water Line the following courses; North $80^{\circ}41'19''$ East a distance of 74.32 feet; North $82^{\circ}38'25''$ East 120.17 feet; South $39^{\circ}07'10''$ East a distance of 33.88 feet; South $15^{\circ}41'26''$ West a distance of 42.05 feet; South $38^{\circ}50'22''$ East a distance of 23.54 feet; South $68^{\circ}20'15''$ West a distance of 52.64 feet; South $17^{\circ}47'43''$ East a distance of 13.68 feet; North $67^{\circ}55'58''$ East a distance of 56.62 feet; North $23^{\circ}51'55''$ East a distance of 18.55 feet; North $42^{\circ}51'09''$ West a distance of 25.39'; North $67^{\circ}49'14''$ East a distance of 20.09 feet; South $37^{\circ}47'20''$ East a distance of 79.07 feet; South $61^{\circ}10'22''$ East a distance of 57.15 feet; North $71^{\circ}14'49''$ East a distance of 54.88 feet; North $02^{\circ}37'44''$ West a distance of 65.39 feet; North $66^{\circ}54'21''$ East 65.59 feet; North $46^{\circ}53'40''$ East a distance of 39.49 feet; North $49^{\circ}25'53''$ East a distance of 54.49 feet; North $74^{\circ}32'33''$ East a distance of 88.46 feet; South $05^{\circ}05'07''$ East a distance of 151.48 feet; South $26^{\circ}16'30''$ East 108.59 feet; South $35^{\circ}40'46''$ East a distance of 84.26 feet; South $62^{\circ}40'17''$ East a distance of 96.43 feet; North $85^{\circ}50'13''$ East a distance of 74.82 feet; South $35^{\circ}12'36''$ East a distance of 50.91 feet; North $52^{\circ}03'26''$ East 14.02 feet; North $08^{\circ}31'55''$ West a distance of 56.53 feet; North $35^{\circ}38'42''$ East a distance of 62.21 feet; North $80^{\circ}53'32''$ East a distance of 38.04 feet; North $23^{\circ}50'21''$ East a distance of 140.24 feet; North $59^{\circ}19'54''$ East a distance of 103.99 feet; South $87^{\circ}07'47''$ East 116.73 feet; south $02^{\circ}17'08''$ East a distance of 72.06 feet; South $09^{\circ}45'54''$ East a distance of 146.45 feet; South $35^{\circ}06'25''$ East a distance of 165.17 feet; South $70^{\circ}56'23''$ East a distance of 72.51 feet; South $67^{\circ}15'16''$ East a distance of 24.62 feet; North $72^{\circ}07'09''$ East a distance of 56.84 feet; North $65^{\circ}42'00''$ East a distance of 30.03 feet; North $09^{\circ}49'53''$ West a distance of 22.35 feet; North $31^{\circ}26'30''$ East a distance of 25.54 feet; North $23^{\circ}03'14''$ East a distance of 43.31 feet; North $18^{\circ}20'32''$ East a distance of 45.84 feet; North $32^{\circ}34'06''$ East a distance of 52.81 feet; North $40^{\circ}15'56''$ East a distance of 84.52 feet; South $79^{\circ}44'56''$ East a distance of 99.46 feet; South $52^{\circ}31'21''$ East a distance of 67.72 feet; South

76°38'47" East a distance of 84.55 feet; South 27°46'32" East 48.88 feet; North 41°56'16" East a distance of 83.56 feet; North 87°37'48" East a distance of 144.64 feet; North 88°03'40" East 109.93 feet; South 23°04'33" East a distance of 79.18 feet; South 35°48'56" East a distance of 52.77 feet; South 72°56'15" East a distance of 72.49 feet; North 66°34'00" East a distance of 96.29 feet; North 27°22'43" East a distance of 79.97 feet; North 13°33'58" East a distance of 49.90 feet; North 44°34'23" East a distance of 109.63 feet; North 33°11'20" East a distance of 96.68 feet; North 46°48'21" East a distance 80.36 feet; North 32°52'01" East a distance of 55.22'; North 62°33'15" East a distance of 90.34 feet; North 50°15'29" East a distance of 100.50 feet; North 40°13'59" East a distance of 45.43 feet; North 44°08'53" East a distance of 119.41 feet to a point on the westerly right-of-way line of Interstate 95; thence along the said right-of-way line South 25°15'02" East a distance of 4500.25 feet to the POINT OF BEGINNING.

Parcel containing 379.1141 acres more or less.

Exhibit B

1997 County/Ag Museum Agreement

AGREEMENT

This Agreement is entered into as of the **25th day of June, 1997**, by and between **THE FLORIDA AGRICULTURAL MUSEUM, INC.**, a Florida corporation not for profit (hereinafter referred to as the "Museum") and **FLAGLER COUNTY, FLORIDA**, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH: That,

WHEREAS, the Museum has selected certain property (the "Property") located in Flagler County, Florida, within the Princess Place/Pellicer Creek Corridor, upon which it intends to construct and operate the State's principal agricultural museum depicting Florida's agricultural history and practices, and

WHEREAS, in order to induce the Museum to locate the facility on the Property, on or about the date of this Agreement the County has conveyed the Property to the Museum, and the County has offered to provide certain other services as more particularly set forth herein, and

WHEREAS, the County has codified its undertakings in a duly adopted Resolution, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

The County agrees to provide the following.

- (a) In-kind clearing and site preparation work for the agricultural museum to at least rough grade, including "free forming" the borrow pit retention pond as well as constructing berms to abate visual and sound intrusion, all in accordance with the plans therefor prepared by the Museum. The County and the Museum shall coordinate the timing of such services to correspond with the Museum's needs.
- (b) Funds for construction of infrastructure improvements for the agricultural museum facilities, which shall be provided from the County's allotment for economic development grant funding under the Community Development Block Grant program. Such funds may only be utilized in accordance with the terms of the grant and authorizing statutes and rules, and must be utilized in fiscal years 1996-1997 or 1997-1998. The amount of the funds so utilized shall be determined by the needs of the Museum, but shall not exceed \$500,000. Such funds shall be paid to the Museum in accordance with the grant requirements.



- (c) Pay to or for the benefit of the Museum \$50,000 in Tourist Development funds for use in landscaping enhancements on the U.S. Highway 1 gateway into Flagler County and for the entrances to the agricultural museum. Such amounts shall be paid as such landscaping work progresses based upon invoices submitted by the Museum. The County may, at its option, use this funding for the purpose of obtaining matching state funds. The funds shall be disbursed in accordance with the terms of the grant.
- (d) Pay or waive all County enacted impact fees and building permit fees applicable to the construction of the agricultural museum. In addition, the County will use reasonable diligence and good faith efforts to expedite County permitting for the agricultural museum.
- (e) Within two years after commencement of construction on the agricultural museum, the County will complete improvements to Old Kings Road from Palm Coast to U.S. Highway 1 which shall include, but are not limited to, repaving such roadway and constructing separated bike paths and equestrian paths along the roadway's length, using varied funding sources.
- (f) Beginning on the date hereof and continuing until construction of the agricultural museum has been completed, the Museum shall have the right, at no cost or charge, to utilize so much of the Island Estate and the surrounding 35 acres as the Museum, from time to time, desires, for a conference center, interim headquarters and storage. During such use, the Museum shall pay for all utilities utilized by it, and the County shall pay for all maintenance of such properties and shall maintain any insurance on such properties desired by the County. The Museum shall not be required to pay any rent or other fee for such usage.
- (g) The County will also participate as a local government signatory or co-applicant in any grant application filed for the purpose of developing the agricultural museum facility, exhibits or programs.
- (h) Flagler County agrees to purchase the two billboard structures located on the Project Site, including purchase of the associated DOT permits and the billboard leases. Flagler County shall be solely responsible for maintaining and managing the billboard structures and the leases, including all costs associated with their operation. Flagler County shall retain the revenue stream from the billboards to subsidize its land acquisition efforts on behalf of the Museum. One or both billboards will be taken down at such time as development of the Museum requires their removal on 75 days advance notice from the Museum. Alternatively, if the Trustees determine to use one or both of the billboards to advertise the Museum when it opens, the County will relinquish the billboard(s) including the DOT permit to the Museum on 75 days advance notice from the Museum.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FLORIDA AGRICULTURAL MUSEUM, INC.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By Bruce A. Maguire
Bruce A. Maguire, Chairman

By James A. Darby 6.25.97
James A. Darby, Chairman

WITNESSES:

WITNESSES:

Jeanne B. Chappell
Printed Jeanne B. Chappell

Albert J. Hadeed
Printed ALBERT J. HADEED

Doyle Conner
Printed Doyle Conner

Phyllis D. Hirschi
Printed PHYLLIS D. HIRSCHI

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26th day of June, 1997, by Bruce A. Maguire, Chairman of The Florida Agricultural Museum, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced pass. known as identification.

Barbara S. Revels
Printed Barbara S. Revels
Notary Public, County and State aforesaid
Serial No:
My commission expires:

(Notarial Seal)



BARBARA S REVELS
My Commission CC510094
Expires Dec. 02, 1999

AM

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by James A. Darby, Chairman of the Flagler County Board of County Commissioners, a body corporate and politic, on behalf of the board. He is personally known to me.

Phyllis D. Hirschi

Printed Phyllis D. Hirschi
Notary Public, County and State aforesaid
Serial No.:
My commission expires:

(Notarial Seal)



Phyllis D. Hirschi
MY COMMISSION # CC610083 EXPIRES
January 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten signature]

Exhibit C

COPC Ordinance 2013-_____

Deannexation/Contraction of Agricultural Museum

**EXHIBIT C TO INTERLOCAL AGREEMENT
ORDINANCE NO. 2013-____
FLORIDA AGRICULTURAL MUSEUM CONTRACTION/DEANNEXATION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 388.8 ACRES MORE OR LESS OF REAL PROPERTY, AS WELL AS A STRIP OF INTERSTATE 95 RIGHT-OF-WAY, GENERALLY LOCATED NORTH OF OLD KINGS ROAD AND EAST OF U.S. HIGHWAY 1, MORE PARTICULARLY AND LEGALLY DESCRIBED IN ORDINANCE EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTY FROM 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 or contraction in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the FLORIDA AGRICULTURAL MUSEUM, INC., hereinafter MUSEUM, owns eight parcels identified by Flagler County Tax Parcel ID Numbers: 09-10-30-0000-01010-0021, 10-10-30-0000-01010-0031, 15-10-30-0000-01010-0011, 16-10-30-0000-01020-0010, 16-10-30-0000-01020-0000, 09-10-30-0000-01010-0000, 47-10-30-0000-01010-0012, and 47-10-30-0000-01010-0011 (together approximately 388.8 acres) hereafter the “Subject Properties,” such properties described in Ordinance Exhibit A and illustrated in Ordinance Exhibit B, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, the CITY OF PALM COAST, hereinafter PALM COAST, annexed the Subject Properties by Ordinance # 2003-28 on October 27, 2003; and

WHEREAS, PALM COAST, the MUSEUM, and Flagler County have executed an Interlocal Agreement mutually supporting the future growth and development of the MUSEUM, and deannexation of the Subject Properties is among the terms of the Interlocal Agreement; and

WHEREAS, the City wishes to deannex the Subject Properties, as well as a 165’ strip of Interstate 95 right-of-way along the eastern edge of the

Subject Properties, as illustrated in Ordinance Exhibit B, consistent with Chapter 171.052, F.S. Criteria for Contraction of Municipal Boundaries; and

WHEREAS, the Subject Properties are not developed for urban purposes; and

WHEREAS, the Subject Properties do not lie between the City and an area to be served by the City water or sewer service; and

WHEREAS, the Subject Properties are not adjacent on at least 60 percent of their combined external boundaries to the municipal boundary and areas developed for urban purposes; and

WHEREAS, the Subject Properties are better served by Flagler County for zoning and land development regulation; and

WHEREAS, the contraction of the Subject Properties and adjacent right-of-way will not result in a portion of the City becoming noncontiguous with the rest of the municipality; 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 contract the Subject Properties from 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 exclude 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. Contraction of Subject Properties. The Subject Properties and adjacent right-of-way as illustrated in Ordinance Exhibit B shall be and is hereby deannexed from the City of Palm Coast, Florida. These Subject Properties and the adjacent right-of-way are described in Ordinance Exhibit A and illustrated in Ordinance Exhibit B. The Subject Properties and adjacent right-of-way shall be excluded from the existing 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 Coast Charter is hereby amended to redefine the corporate boundaries of the City of Palm Coast to exclude the Subject Properties described in Section 2 of this Ordinance and any public rights-of-way included in the area described in Ordinance Exhibit C. 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 ____ day of _____ 2013, at a public hearing.

ADOPTED on the second reading the ____ day of _____ 2013, at a public hearing.

CITY OF PALM COAST, FLORIDA

JON NETTS, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

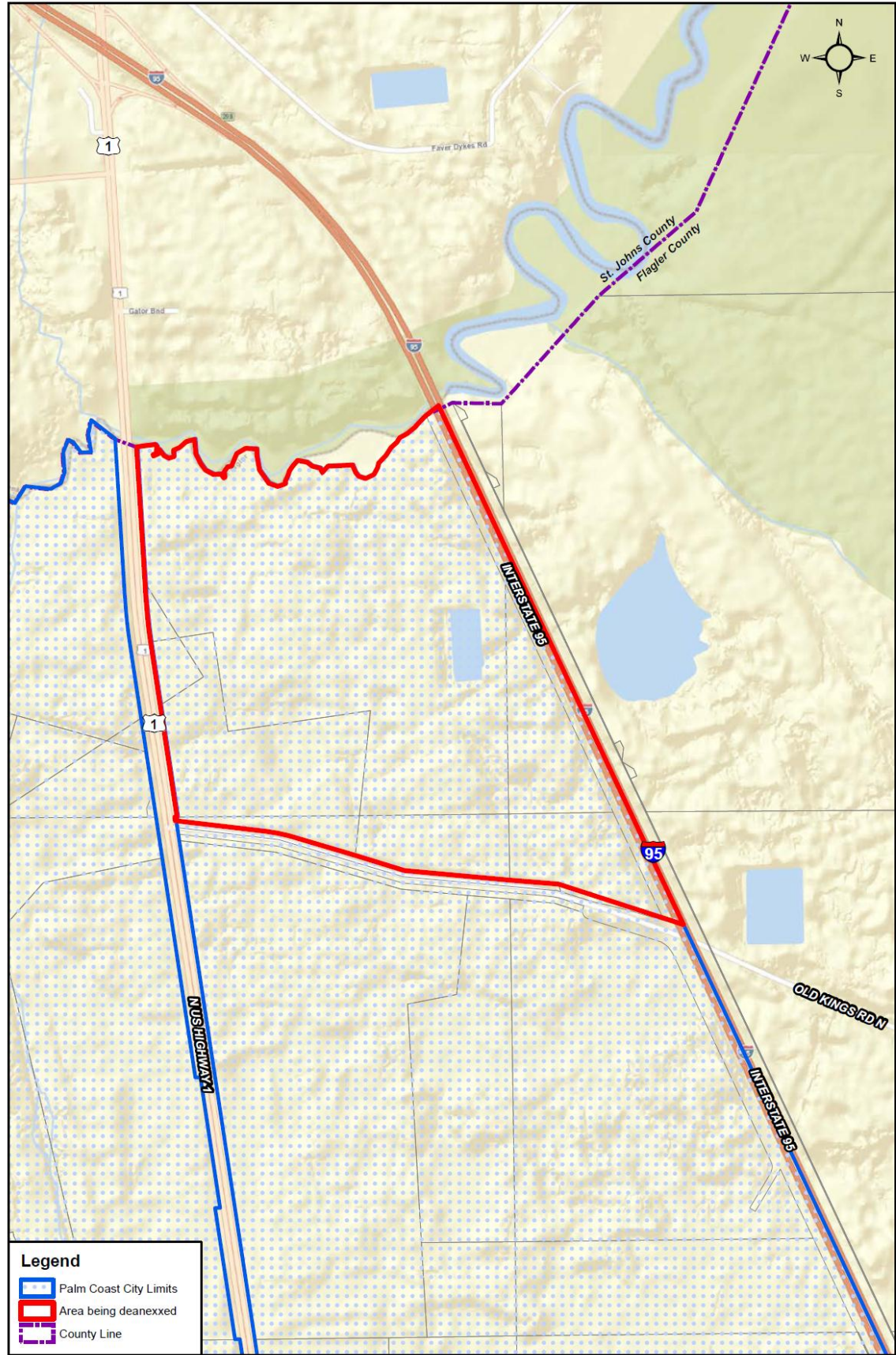
EXHIBIT A to
ORDINANCE 2013-___

A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a POINT OF REFERENCE being the southwest corner of Government Section 10, Township 10 South, Range 30 East, thence North 89°12'48" East along the south line of Section 10 a distance of 1076.18 feet to a point on the westerly right-of-way line of Interstate 95 and the POINT OF BEGINNING of this description, thence departing said section line South 25°15'02" East a distance of 1197.68 feet; thence departing Interstate 95 North 71°59'33" West a distance of 1131.92 feet; thence North 84°40'51" West a distance of 1590.29 feet; thence North 73°28'14" West a distance of 1344.18 feet; thence North 83°05'51" West a distance of 1080.93 feet to a point on the easterly right-of-way line of U.S. Highway No. 1; thence North 08°29'52" West a distance of 35.28 feet; thence North 89°54'13" East a distance of 25.27 feet; thence North 08°29'49" West a distance of 1815.26 feet to a point on a curve, concave easterly; thence northerly a distance of 501.71 feet along the arc of said curve to the right having a central angle of 05°07'44", a radius of 5604.65 feet, a chord bearing of North 05°55'55" West and a chord distance of 501.55 feet to a point of tangency; thence North 03°22'03" West along the easterly right-of-way line of U.S. Highway No. 1 a distance of 1499.65 feet more or less to a point on the Mean High Water Line of Pellicer Creek; thence along the Mean High Water Line the following courses; North 80°41'19" East a distance of 74.32 feet; North 82°38'25" East 120.17 feet; South 39°07'10" East a distance of 33.88 feet; South 15°41'26" West a distance of 42.05 feet; South 38°50'22" East a distance of 23.54 feet; South 68°20'15" West a distance of 52.64 feet; South 17°47'43" East a distance of 13.68 feet; North 67°55'58" East a distance of 56.62 feet; North 23°51'55" East a distance of 18.55 feet; North 42°51'09" West a distance of 25.39'; North 67°49'14" East a distance of 20.09 feet; South 37°47'20" East a distance of 79.07 feet; South 61°10'22" East a distance of 57.15 feet; North 71°14'49" East a distance of 54.88 feet; North 02°37'44" West a distance of 65.39 feet; North 66°54'21" East 65.59 feet; North 46°53'40" East a distance of 39.49 feet; North 49°25'53" East a distance of 54.49 feet; North 74°32'33" East a distance of 88.46 feet; South 05°05'07" East a distance of 151.48 feet; South 26°16'30" East 108.59 feet; South 35°40'46" East a distance of 84.26 feet; South 62°40'17" East a distance of 96.43 feet; North 85°50'13" East a distance of 74.82 feet; South 35°12'36" East a distance of 50.91 feet; North 52°03'26" East 14.02 feet; North 08°31'55" West a distance of 56.53 feet; North 35°38'42" East a distance of 62.21 feet; North 80°53'32" East a distance of 38.04 feet; North 23°50'21" East a distance of 140.24 feet; North 59°19'54" East a distance of 103.99 feet; South 87°07'47" East 116.73 feet; south 02°17'08" East a distance of 72.06 feet; South 09°45'54" East a distance of 146.45 feet; South 35°06'25" East a distance of 165.17 feet; South 70°56'23" East a distance of 72.51 feet; South 67°15'16" East a distance of 24.62 feet; North 72°07'09" East a distance of 56.84 feet; North 65°42'00" East a distance of 30.03 feet; North 09°49'53" West a distance

of 22.35 feet; North 31°26'30" East a distance of 25.54 feet; North 23°03'14" East a distance of 43.31 feet; North 18°20'32" East a distance of 45.84 feet; North 32°34'06" East a distance of 52.81 feet; North 40°15'56" East a distance of 84.52 feet; South 79°44'56" East a distance of 99.46 feet; South 52°31'21" East a distance of 67.72 feet; South 76°38'47" East a distance of 84.55 feet; South 27°46'32" East 48.88 feet; North 41°56'16" East a distance of 83.56 feet; North 87°37'48" East a distance of 144.64 feet; North 88°03'40" East 109.93 feet; South 23°04'33" East a distance of 79.18 feet; South 35°48'56" East a distance of 52.77 feet; South 72°56'15" East a distance of 72.49 feet; North 66°34'00" East a distance of 96.29 feet; North 27°22'43" East a distance of 79.97 feet; North 13°33'58" East a distance of 49.90 feet; North 44°34'23" East a distance of 109.63 feet; North 33°11'20" East a distance of 96.68 feet; North 46°48'21" East a distance 80.36 feet; North 32°52'01" East a distance of 55.22'; North 62°33'15" East a distance of 90.34 feet; North 50°15'29" East a distance of 100.50 feet; North 40°13'59" East a distance of 45.43 feet; North 44°08'53" East a distance of 119.41 feet to a point on the westerly right-of-way line of Interstate 95; thence along the said right-of-way line South 25°15'02" East a distance of 4500.25 feet to the POINT OF BEGINNING.

Parcel containing 379.1141 acres more or less.



Legend

-  Palm Coast City Limits
-  Area being deanexed
-  County Line

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